

**CONTRACT ADMINISTRATION****63-02.0100 CONSTRUCTION REVISIONS**

A Construction Revision will be submitted whenever:

1. A Right-of-Way change is recommended.
2. A change in a typical section is recommended.
3. A change in any other major design feature is recommended.

**.0110 Preparing Construction Revisions** - In order for construction revisions to be submitted and processed in a uniform manner, the following procedure is outlined:

1. The District shall utilize reproducible sensitized film (normally referred to as Mylar) to copy the original plan sheet which is on file in the Project Engineer's office. Care must be taken to obtain a legible copy capable of reproducing legible copies.
2. Prepare a Construction Revision as follows:
  - A. Insert the county, item number and revision number together with the sheet number (relative to the specific revision) and total number of sheets in the revision, in the upper right hand corner of each sheet in the revision.
  - B. Original data being revised shall be canceled out but not obliterated or removed from the sheet.
  - C. When right-of-way is acquired or altered in any manner, the acreage indicated on the summary sheet must be corrected as a part of the revision and a revised right-of-way strip map must be included.
  - D. Revised data shall be done in black India ink and marked as such. Also the area of revision shall be boldly indicated by circling, or indicating it in some such practical method to draw attention to its limits.
3. Each Construction Revision shall include a Mylar cover sheet consisting of the "Construction Revision Index Sheet". See Exhibit No. 63-02-1. There are spaces for 10 revisions on each cover sheet and they must be used in numerical sequence. The cover sheet is numbered "1A" so as not to interfere with the normal numbering of revision sheets which start with the number one. If more than 10 revisions are encountered on a project, designate the next cover sheet as "1B" and change the revision no. to 11, etc. Do not count the cover sheet when counting the number of sheets in the revision. This cover sheet may be obtained from the District Pre-Construction Section. Each revision block on the cover sheet shall be prepared as follows:
  - A. Assign the revision to the correct sequential revision number on the sheet.
  - B. Check whether right-of-way "is" or "is not" involved.

- C. When a Federal participated project (part of the National Highway System) is involved, insert "Verbal Approval by \_\_\_\_\_ (name of Federal Highway Administration representative giving verbal approval) on \_\_\_\_\_ (date of such approval)."
- D. List each original page number included in the revision excluding the cover page. Original page numbers relate the revision to the original plans and are not to be confused with the sequential sheet numbers assigned to the revision sheets for purposes of tracking the revision.
- E. Obtain necessary signatures. Signature stamps are not acceptable however a superior may appoint a representative who may fill in the superior's name followed by the representative's signature.
- F. Insert a clear concise statement as to the necessity of the revision in the space provided.
- I. G. This procedure makes it a little unhandy to immediately follow one revision with another revision without a delay since the Construction Revision Index Cover Sheet must be returned before the next revision may be submitted. To offset this delay, it is possible to submit two consecutive revisions at the same time using the same cover sheet for both revisions. Send a note of explanation with the revisions when this situation is encountered.

**.0120 FHWA Approval** - Proposed revisions involving National Highway System roads must indicate verbal approval by the representative of the Federal Highway Administration assigned the particular district responsibilities. See 3(C) above for inclusion of Verbal Approval in revision.

**.0130 Formal Approval and Distribution** – The Director of Construction will review the revision once it is submitted to central office. If in agreement with the revision, the Director will sign and submit it to the Executive Director for Project Delivery for consideration and approval.

After formal approval, the approved construction revision will be delivered to the Plan Reproduction Section, Division of Highway Design. At that time, copies of the revised plans will be distributed to the appropriate district, the Division of Highway Design and the Division of Construction. In addition, copies will be sent to the FHWA on all projects with Federal participation. The original copy of the construction revision is to be returned by the Plan Reproduction Section to the originating office. This original copy is to be used in the development of the as-built plans. The original copy of the "Construction Revision Index Sheet" will be reused with the next revision and will finally be included with the as-built plans.

## **63-02.200 CONTRACTOR PAY ESTIMATE**

**.0210 Estimate Pay Periods** - Contractor Pay Estimates are submitted every other week. Overall, this is a total 26 possible pay estimate periods a year

**.0211 Districts** - Estimate pay periods for all twelve designated districts occur on Tuesdays. Preprinted yearly calendars, reflecting these submittal dates, will be distributed by the Division of Construction.

The normal cutoff dates for the Tuesday estimates will be no later than the preceding Sunday. Project cutoff (*End*) dates must be consistent for all *Progress* estimates within a district.

**.0220 The End Date** - The *end* date is the critical date in creating an estimate. When an open pay estimate is created for the first time or regenerated by the software, a search is made backward, from the *end* date, all the way to the beginning of the project. Any daily work reports (DWR's) that are authorized by an approved Diary earlier than or equal to the *end* date will be considered for payment. If a DWR qualifies by date comparison, SiteManager looks to see if the record is available for payment by virtue of not having been included in a previous estimate. Every qualifying record will be included in the estimate. An estimate can be regenerated as many times as necessary with each regeneration searching the pay records for qualifying records as described above. DWR's included on an estimate will no longer be available for edit.

**.0230 Procedure for Compiling Pay Estimate**

**.0231 Payment** - Some of the more frequent problems encountered when compiling an estimate are discussed below. Do not hesitate to contact the District Construction Office and/or the Division of Construction if assistance is needed.

1. Negative Payment - No estimate will be submitted for payment with a negative payment except Final.
2. Payment Less Than \$500 - No estimate, except the Final Estimate, will be submitted for payment with a payment due the contractor of less than \$500.00.

**.0232 Demobilization** - The item of "Demobilization" shall be paid in accordance with Section 110.04 of the Specifications on all contracts, regardless of the original contract amount.

**.0233 Estimate Periods -**

1. The Beginning Date - The *BEGINNING* date is either the date work was started on the project for the first estimate or the next date following the previous estimate *THROUGH* date
2. The Through Date - The *THROUGH* date will be the last date of period (cutoff date) or last date work performed, if the estimate is for work done after the project completion date. If the final estimate is being processed

and checked by any of the appropriate offices, the *THROUGH* date may be established as applicable.

- .0234 Work Day Reports** - Work Day reports will be closed out on the appropriate estimate cutoff dates. If no estimate is submitted, the applicable work day report will still be necessary. The paper reports, including distribution, for Work Days will continue in the normal manner.
- .0235 Change Orders** - Change orders involving a Special Note, a Time Extension or a Specification Variance, for example, may not include funding modifications, but must be entered promptly.
- .0236 Change Order/Funding Modification** - Procedures in the Central Office are set in motion by the submittal and approval of a change order involving what is called a Funding Modification. These procedures result in the contract moneys being increased (or decreased) in the state accounting system by the amount of the change order. See Section 63-02.0300 further on in this chapter for additional information pertaining to the Change Order/Funding Modification.
- .0237 The Division of Construction** - Once the Final Estimate is received in the Division of Construction, the Final Estimate Section will be responsible for generating any further contractor pay estimates.
- .0240 WITHHOLDING OR RELEASING PAY ESTIMATES** - It is considered preferable to withhold pay on a particular item deemed unsatisfactory rather than an entire estimate. Circumstances do arise, however, when it is necessary or preferable to withhold an entire estimate. The following information addresses this situation.

The Contractor should be notified at least one pay period ahead in writing before payment may be withheld on a contractor's work estimate unless time constraints determine otherwise. Such notification is the responsibility of the District Construction Office and may be done by formal letter or by fax followed by a letter. Notification of release may be done by fax.

No request for withholding or releasing contractor's payment is to be directed to any person or division other than the Division of Construction.

The primary location for withholding payment is the Project Engineer's office. Simply do not process the estimate for payment. The contractor should be advised of this action and the reason thereof. Adequate documentation must be maintained. The District Construction Office and the Central Office, Division of Construction must be kept advised.

The District Construction Office may choose to withhold a pay estimate after the estimate is transmitted for payment from the Project Engineer. Again, just simply

do not send the estimate for payment. Such a procedure should not be implemented except as a last resort and other means of resolving the situation have been exhausted. Adequate documentation must be maintained and the Division of Construction shall be kept advised.

### **63-02.0300 CHANGE ORDER AND SUPPLEMENTAL AGREEMENTS**

A change order is defined in Section 101 of the Standard Specifications as “A written order issued by the Engineer to the Contractor, detailing significant changes to the specified work quantities or that increase or modify the scope of the original Contract.

A supplemental agreement is defined in Section 101 of the Standard Specifications as “A written agreement executed by the Contractor and the Commissioner, with the consent of the surety when required, covering significant changes and revised or new unit prices and items, that supplements the original Contract.

A supplemental agreement is included in a change order and for the purpose of discussion in this section, all procedures outlined for change orders apply equally to supplemental agreements unless otherwise noted.

A change order constitutes a legal supplement to the Contract and is binding on both the Department of Highways and the Contractor. For this reason, a change order must be carefully and accurately prepared by the Project Engineer. Care must be taken to make the explanation as clear and concise as possible. The Project Engineer must remember that the reader may not be familiar with the project and must clarify the explanation accordingly. Proper English is essential in preparing a change order.

It is imperative that change orders be submitted promptly when the need arises. Change order concepts are normally submitted and approved through email to the Executive Director for Project Delivery prior to entry into Sitemanager for approval. The Project Engineer will normally send an email outlining the problem and estimated cost associated with it. This email would be sent the District Construction Office and Central Office Field Liaison. After the Central Office Field Liaison receives approval from the District Construction Office concerning the change, they will then obtain approval from the Director of Construction and the Executive Director for Project Delivery. This “verbal” approval does not relieve the need to get the change order written in Sitemanager and formally approved.

The Central Office Field Liaison will verify funds if the change orders involve funding from either the Division of Maintenance or Division of Intergovernmental Programs (Rural Roads). Programs administered by these Divisions usually have a limited amount of funds available for approved projects. Overruns and change orders on projects could result in insufficient funds to let other projects that may have a high priority in the approved program. All change orders and anticipated overruns must be checked closely to be assured of obtaining the best possible utilization of available funds.

This section will outline the procedure for writing change orders in Sitemanager and the approval path that a change order goes through once entered into the system.

- .0310 Writing a Change Order** - Section 14 of the Resident Engineer's Sitemanager Training Manual illustrates step by step how to prepare a change order. Section 14 has also been included as an exhibit 63-02-2.

The explanation for the item(s) is probably the most critical part of the change order. Every item on the change order must have a description for the change included. Precise locations of the item(s) should be included such as station numbers when applicable. In no circumstance shall proper names be included in descriptions. Explanations shall refer to specific offices and not specific individuals. Poor or inadequate explanations will usually result in delaying the approval of a change order.

The Project Engineer must be extremely careful when writing explanations, particularly when supplemental items are involved, since both the Contractor and the Department of Highways are being committed to an agreement that is legal and binding. The explanation must be clear, concise and to the point and include sufficient explanation to enable persons unfamiliar with the project to gain a clear understanding of the change.

Descriptions for fuel and asphalt adjustment change orders should always include the month that the project was let. It should also include the months for which the adjustment covers.

- .0320 Non-Participating Items** - The Project Engineer should contact the Central Office Change Order Manager by email when a non-participating item needs to be added to a federal aid project. The email should be copied to the Central Office Field Liaison and should include a cost estimate for the item. Once the item is established in Sitemanager, Central Office Change Order Manager will notify the Project Engineer.
- .0330 Change Order Supporting Documentation** - It is not necessary to include lengthy calculation or Contractor price justifications as part of the change order submittal in most cases. A note should be included in the change order stating where such documentation is to be found, which is usually on file in the Project Engineer's Office.
- .0340 Change Order Time Extensions** - If a time adjustment is justified due to an increase in work, delays, etc, it must be done by change order. Section 14 of the Resident Engineer's Sitemanager Training Manual gives examples of general statements that could be included in a change order explanation for a time extension. However, the adjustment must have a detailed description included describing the reason that an adjustment in time was granted.
- .0350 Change Order in Draft Status** - Once the Project Engineer prepares a change order in Sitemanager, it must be sent for review in draft status. The Project Engineer should send either a pdf copy or html copy of the change through email



to the individuals listed below as well as sent for approval within Sitemanager. This procedure is detailed in Section 15 of the Resident Engineer's Sitemanager Training Manual.

- District Construction Engineer
- District TEBM for Construction
- Central Office Field Liaison
- Director, Division of Construction
- Division of Construction Change Order Manager
- Executive Director for Project Delivery
- FHWA Liaison if applicable
- Change Order Review Committee Members if applicable

The Change Order Review Committee currently consists of three members appointed by the Commissioner to review all change orders that are greater than \$250,000 or change orders on any project where the combined dollar value of all change orders for the project exceed 25% of the original contract amount. The Committee will also review any change order that has been denied during the review in draft status. The Committee currently consists of Bob Lewis, Shari Greenwell and David Kratt.

The Central Office Change Order Manager will forward the change order to the Division of Program Management once it is received. This will ensure that funds are set aside to cover this change.

**.0360 Change Order in Pending Status** - The Project Engineer may switch the change order to pending status once it has been approved by the Deputy Executive Director for Project Delivery and the Change Order Review Committee if applicable. A copy of the change order should then be sent to the Contractor for signatures. A cover letter should be included with the change order instructing them to mail the signed change order directly to the Executive Director for Project Delivery. Once the status is switched to pending within Sitemanager, the change order must be forwarded again for approval. The following individuals should be included in the approval process:

- Project Engineer - Date mailed to Contractor
- Administrative Assistant for the Executive Director for Project Delivery - Date the Contractor returned the signed copy
- Commissioner of Highways - Date the Commissioner of Highways signs the original copy
- Central Office Change Order Manager - Date that the Division of Accounts releases the funds for the change order and the items are available for payment

After the Commissioner of Highways signs the change order, it is sent to the Division of Accounts for funding. Once funding is available, the change order is transferred to the Division of Construction Procurement for inclusion with the

original contract documents. A copy of the signed change order will be sent to the Division of Construction Change Order Manager. Copies will then be sent to the District Construction Office and the FHWA if applicable. A pdf copy will also be attached to the Contact in Sitemanager.

#### **63-02.0400 SUBCONTRACTOR**

A subcontractor is an approved agent of the contractor and shall not work on a project until the subcontract request form is approved by the Director of Construction and subcontracted items are entered into Sitemanager. Standard Specification 108.01 allows the Contractor to subcontract a portion of the work, but the Contractor must perform 30% of the total Contract cost with his own organization. The Department will not allow any Subcontractor to exceed the percentage of work to be performed by the Prime Contractor and will require the Prime Contractor to maintain a supervisory role over the entire project.

A Subcontractor (referred to as first tier subcontractor) may, with written approval of both the Department and the Prime Contractor, further subcontract a portion of his/her work as long as the work to be subcontracted does not exceed 50 percent of the work originally subcontracted to him/her by the Prime Contractor. The recipient of this work (referred to as the second tier subcontractor) may not further subcontract any portion of the work.

**.0410 Submission of Non-DBE Subcontract Requests** - All subcontract requests, with the exception of DBE subcontracts, will be sent from the Prime Contractor directly to the Director of Construction for approval. This submission does not require a copy of the subcontractor or a copy of the subcontractor's certificate of insurance. It is the Prime Contractor's responsibility to insure the subcontractor is pre-qualified by the Department to perform the work subcontracted and current liability insurance in force before the subcontractor begins work. The subcontract request form TC 63-35, exhibit 63-02-3, indicates that the Prime Contractor will maintain copies of the subcontract and the certificate of insurance and have them available for review by the Department. The form also indicates that a copy of the subcontract request should be sent to the District TEBM for Construction when it is sent to Central Office Construction for approval.

Second tier subcontract requests are to be submitted to the Prime Contractor with a letter of request from the Subcontractor. If the second tier subcontract is acceptable to the Prime Contractor, they will forward a copy of the letter of request along with the completed subcontract request form including the appropriate items of work to the Director of Construction for approval. The TC 63-35 must be signed by the Prime Contractor as confirmation of acceptance of the second tier subcontractor.

Subcontracts for change order items will need to be submitted on a modified version of the subcontract request form. For these subcontracts, the TC-63-35CO, exhibit 63-02-4, should be used.

Specialty item work that may be accomplished by contractors that are certified for



that item, but not necessarily pre-qualified by the Department, will not require a submission of a subcontract. For example, if a project had a rest area as part of the project, the drywall contractor would be considered a specialty contractor. The Department doesn't pre-qualify for that, but the contractor would be certified to do the work. For specialty items, the Prime Contractor will be indicated as performing the work items in Sitemanager. Payment for specialty items of work will require a closure report submitted through the Prime Contractor to the Project Engineer.

DBE subcontracts are sent directly to the Division of Construction Procurement prior to the award of a Contract.

**.0420 Submission of DBE Subcontracts** - Once a project is awarded, the Prime Contractor must submit a detailed DBE plan TC63-35DBE, Exhibit 63-02-5 to the Division of Construction Procurement. This plan will be approved prior to the work order. A copy of the DBE Subcontract plan will be sent to the District Construction Office.

**.0430 General Requirements** - In the event the proposed subcontract, either first or second tier, covers only a portion of a contract item, such requests must contain the subcontractor's responsibility in relation to the item or items involved. For instance, if the request includes manipulation or placing of a contract item, the contractor responsible for purchasing the materials must be designated in the request along with a statement that substantiating data is on file and open to inspection at all times by Department personnel or when the quantity to be subcontracted is not the entire amount, limitations by stations must be shown as well as any another defining restrictions.

When a partial item such as "Laying Only" or "Erection Only" is subcontracted, it is not permissible for the Subcontractor to furnish the materials to the Prime Contractor. For example, should a contractor subcontract for the "Paving Only" of bituminous asphalt, the same contractor would not be allowed to furnish the bituminous material to the Prime Contractor since, in effect, there would be more contract work involved than indicated by the partial item.

### **63-02.0500 EQUIPMENT LEASE - RENTAL AGREEMENTS**

Lease-Rental agreements must be approved by the Department before the equipment is used on the project except in an emergency situation. In all cases where rented equipment is involved, the operators and other project personnel associated with the rental equipment must appear on the contractor's payroll.

The Project Engineer shall requests an agreement that is signed by both the lessor and lessee, with signatures that are verified by a notary public. The Project Engineer may give verbal approval to use leased or rented equipment when an emergency or unexpected situation arises. Once the emergency or unexpected situation ends, the Contractor should immediately remove the equipment from the project or submit an acceptable copy of the lease or rental agreement

prior to that time. The Project Engineer should review and make a recommendation to the District TEBM for Construction. The TEBM will give formal approval of the agreement. Copies of the approved agreement will be sent to the following:

- Prime Contractor
- Subcontractor (if applicable)
- Lessor
- Project Engineer
- FHWA (if applicable)
- Division of Construction

The process for equipment/rental agreements should be discussed at the pre-construction conference. The Contractor should be made aware that the approval process could take some time for approval and that it is important for earlier submittal. No consideration will be given toward a time extension in the event that an agreement isn't processed due to untimely submittal by the Contractor.

#### **63-02.0700 CONTRACTOR'S PAYROLL**

Certified copies of weekly payrolls will be maintained within the state of Kentucky by every Contractor and Subcontractor performing public works under contract with the Kentucky Transportation Cabinet, Department of Highways. These payrolls will be submitted to the Project Engineer and the Division of Construction Procurement on Federal Aid projects in compliance with contract requirements. Non-submittal payrolls for state contracts shall be maintained for review and/or submission, when requested. Submission, when necessary, shall be done as follows:

A minimum of 2 copies of the contractor's payroll, accompanied by statements of compliance will be submitted to the Project Engineer and the Division of Construction Procurement within 7 days after ending of the applicable pay period.

Each payroll will be submitted on Form TC 14-308 (Exhibit 63-02-6) or the U.S. Department of Labor payroll form Exhibit 63-02-7 which is an approved equal. Each payroll must be properly certified by the Prime Contractor.

Each copy of the payroll will be accompanied by a Form WH 348 "Weekly Statement of Compliance" executed by an authorized employee of the Contractor or Subcontractor who supervises the payment of wages. Any form with identical wording is satisfactory for this use. This form is customarily found on the back of the payroll form, TC 14-308, and it is shown in Exhibit 63-02-6.

If an apprentice is shown on the payroll, the apprenticeship registration number and status should be shown. It is not necessary that the apprentice have a number from, the Department of Labor when starting work. The Project Engineer should check with the Wage Representative in the Division of Construction Procurement to be sure that the apprentice is working under an approved apprenticeship program and all payrolls shall be held by the Project Engineer until a

registration number has been issued.

If the wage scale as listed in the proposal does not contain a labor classification needed on a project, a wage scale for this classification will be obtained by the Project Engineer from the Wage Representative of the Division of Construction Procurement.

Minority employees and/or trainees will be designated by some method on each applicable payroll by either the Contractor or Subcontractor. No method is specified or preferred as long as Department personnel are briefed on the method used.

**.0710 Checking the Payroll** - Prior to forwarding the payroll and Statement of Compliance to the District Construction Office, the Project Engineer shall thoroughly check each payroll to insure that all pertinent data has been entered on the payroll and that all calculations are correct. The District Construction Office may assume the responsibility of checking the contractor's payroll.

A checklist to be used in this determination of compliance is as follows:

1. Work classification, title or code number for each employee. (Work classification is defined as the work the employee actually performed on project.)
2. Hourly wage rates for each employee, including fringe benefits, if applicable.
3. Daily and weekly total hours shown.
4. The certification signed by the Prime Contractor and Subcontractors.
5. Deductions itemized.
6. Deductions approved. (Approved deductions, wage rates, classifications, etc., are shown in the Wage Section of the contract proposal. Any questions should be directed to the Division of Construction Procurement.)
7. Arithmetical accuracy. It is not necessary to check extensions on a computer print-out type of payroll.
8. Overtime computations.
9. Verify wage rates in accordance with the applicable contract.
10. Employee's full name, address, and social security number need only be shown on first payroll. A change of address necessitates a submittal to reflect the new address.

**.0720 Wage Rate Violations** - It is the responsibility of the Project Engineer to notify the Wage Representative in the Division of Construction Procurement of any suspicions regarding wage rate violations.

The original submitted payroll should NOT under any circumstances, be returned to the contractor. Corrections are to be made by supplemental payrolls.

Whenever complete and accurate contractor payrolls have not been received by the Project Engineer for the periods covered by the previous estimate, the Project

Engineer shall initiate action to withhold payment of the contractor's current estimate.

**.0730 Pre-Construction Conference** - The contractor should be thoroughly briefed on all the payroll information contained herein. The last day of the contractor's pay week and weekly pay day should be established so the Project Engineer will know when to expect the payrolls. The Prime Contractor is responsible for prompt and accurate submission of any subcontractor's payrolls and it is suggested that the subcontractor's be required to meet the submission dates established by the prime contractor.

### **63-02.0800 WAGE COMPLIANCE CHECKS**

It is the responsibility of the Project Engineer to see that wage checks are made periodically to determine that the Contractor is paying at least the minimum wage established for work on the payroll. A statement should be placed in the file for the dates that the wage checks were performed.

A Project Engineer should make at least one wage check on each Contractor (Prime Contractors and Subcontractors) during each construction season. Large projects or projects that last for considerable duration should be checked on a basis of approximately every 6 months while work is active, or more often should the situation require it.

If violations are detected, they shall be reported by the Project Engineer through the District Office to the Division of Construction Procurement. The Contractor is to be advised of the violation and is expected to make the necessary adjustments immediately. It will be the function of the Division of Construction Procurement to review the controversy and arrange any formal hearings necessary to enforce wage requirements of the contractor.

The wage checks should be recorded on Engineer's Wage and Hour Report Form TC 14-312E, (Exhibit Number 63-02-8). These forms are designed to simplify the checking and reporting of the Project Engineer. A copy of the wage reports should be forwarded to the Division of Construction Procurement. This form is also utilized in the preparation of the Wage Compliance Report required by the Federal Highway Administration on all Federal-Aid Projects.

Wage representatives of the Division of Construction Procurement are available at all times to assist the Project Engineer on wage complaints and alleged violations requiring investigation on the project and for complaints received and/or detected after a project is completed. Any request for the assistance by the Division of Construction Procurement in this matter should be addressed to the Director, Division of Construction Procurement. The services of that Division are also available for obtaining additional wage rates on a project and properly classifying employees on a project.

### **63-02.0900 EQUAL EMPLOYMENT OPPORTUNITY**

**.0910 EEO Aide** - Each District Construction Office will assign a particular individual the responsibilities of an Equal Employment Opportunity Aide. The

responsibilities of these individuals are:

1. Present and explain EEO requirements to the contractor at the Pre-Construction Conference.
2. Receive the Federal-Aid Highway Construction Contractors Annual EEO Report, FHWA form 1391 in July only, (Exhibit Number 63-02-9) from the Project Engineer, review, initial and submit to Division of Construction Procurement.
3. Make at least two EEO inspections on each active project during each construction season.
4. Attend compliance reviews conducted by Department and FHWA personnel.
5. Conduct training reviews. Trainee interviews may be delegated to the Project Engineer.

**.0920 Equal Employment Opportunity Discussion at Pre-Construction Conference**

- All federal-aid construction projects larger than \$10,000 contain Equal Employment Opportunity requirements. The contractor is to be advised at the time of the Pre-Construction Conference of the responsibilities concerning the EEO requirements. The EEO requirements will be found in Part III of the project proposal.

The Prime Contractor and any Subcontractor present should be asked to name both their company and project EEO officers at the meeting and document these assignments by a letter to the Project Engineer.

EEO requirements are part of the contract documents; therefore, the Contractor is required to fulfill the requirements contained therein. This requirement requires record keeping and documentation of the Contractor's efforts in complying with the EEO provisions. These guidelines are reviewed in detail at the Pre-Construction Conference. A copy is then signed by the reviewer and also by the Contractor (or a representative) and copies of this signed document are placed in the District Construction files and the Project Engineer's files.

**63-02.1100 TIME**

**.1110 Contract Time** - The contract time for a project will be specified in the contract proposal either in working days, calendar days, as specified completion date, or as in some cases, a combination thereof.

**.1120 Request for Time Extension** - As stipulated in Section 108.07 of the Standard Specifications when the Contractor believes that additional compensation or Contract time is due because of a suspension or delay, the Contractor shall submit to the Project Engineer, in writing, a request for an adjustment within 7 calendar days after work is resumed. This request should include the reason(s) for the delay and any supporting documentation.

- .1121 Processing a Time Extension Request** - When a Project Engineer receives a request for a time extension, the request should be dated (date received) and signed to indicate acknowledgment of the request. Secondly, a copy of the request should be immediately sent to the District Construction Office for review and consideration. In addition, the Project Engineer should also immediately start reviewing all project information such as project diaries, working day reports (if applicable), correspondence, etc., and make copies of all pertinent information to compile a file available upon request by either the District Office or Central Office. Furthermore, the Project Engineer must be prepared to present a recommendation concerning the validity of the request.

It is the Contractor's responsibility to provide adequate reasons with supporting documentation in this request to justify consideration of a time extension. Failure to submit such reasons under the applicable contract provisions and specifications will be considered just cause for rejection of the request. If, however, it appears that the request merits consideration, the District TEBM for Construction will forward the request together with their recommendation and any available supporting documentation through the Chief District Engineer's Office to the Division of Construction for consideration. In the event the recommendation is to grant either the time requested or a portion of it, the time period recommended should be clarified.

It is necessary that this action be carried out and submitted to the Division of Construction in a timely manner.

The Division of Construction will review the request and will advise the District TEBM for Construction of the decision to either concur or disagree with the recommendation. The District TEBM for Construction will then transmit this decision to the contractor.

Should the request be agreed to by the Department, the Project Engineer will immediately process a change order to this effect. Should the request be rejected at either the District Office or Central Office level, the contractor must be notified of this decision in writing.

- .1130 Working Days** - A working day is defined in Section 101 of the Standard Specifications as "A calendar day, exclusive of Saturday, Sunday, holidays, or days when the weather, seasonal, or temperature limitations of the specifications, or other conditions beyond the control of the Contractor, prevent, as judged by the Engineer, construction operations from proceeding for at least 5 hours by the normal working force engaged in performing the controlling item or items of work."

When the contract time is specified in working days, it is the Project Engineer's responsibility to determine when the contractor should or should not be charged a working day. This designation must be noted on the daily work report in Sitemanager.



The Standard Specifications specifically provide that working days are not to be charged on the following days even though the contractor performed work:

1. Saturdays, Sundays, and designated holidays. Check with the Division of Construction, if in doubt as to whether a day is a designated holiday.
2. December, January, February and March.
3. Days during which work on the controlling items are prohibited by:
  - Seasonal or temperature limitations as defined by the Specifications
  - Weather Conditions
4. Days during which work on the controlling items is suspended by the Engineer unless the suspension is due to the fault or neglect of the Contractor.
5. Days during which work progressed for less than five hours by the normal working force because of reasons listed in "C" above.

Except as outlined above, the Project Engineer will begin charging working days beginning with the 31st calendar day following the date of *Notice to Begin Work*.

**.1131 Definition of Controlling Operations** - For the Project Engineer to be able to administer a working day contract, it is necessary to determine the controlling operation. To aid in this determination, the following definitions of a controlling operation are included for consideration by the Project Engineer.

A "Controlling Operation" is that item or items or work which the contractor must do on that day to:

- Move the job one day closer to completion.
- Insure the orderly completion of the contract within the specified time.
- Permit continuation of the progress.

As a general guide, the controlling operation should be a broad phase of the work. It is not necessary nor is it considered desirable to be too restrictive in the determination. In most instances, the controlling operation will include a number of bid items, however near the beginning or end of a project it is possible that the controlling operation could be limited to a single bid item such as "Clearing and Grubbing" or "Final Dressing."

**.1140 Working Day Statement** - The Project Engineer will furnish the Contractor bi-weekly statements showing the number of days charged for the period, the total number of days charged to the Contract through that date, and the number of days remaining for completion of the Contract. The working day report will be provided to the Contractor, every month except for the months of December, January, February and March, and furnished to the contractor throughout the

entire life of the contract regardless of whether the contract time is on working days or liquidated damages. This report can be generated in Sitemanager.

The time period covered by the working day statement will be the same as that covered by the current estimate.

- .1141 Written Protest** - The working day statement will be deemed to have been accepted by the contractor as correct unless a written protest is submitted containing supporting evidence for a change within 14 calendar days after the submitted date of the bi-weekly working day statement being protested.

In the event a protest of this nature occurs, the Department will undertake immediate action to resolve the dispute. The protest should be resolved at the District level if at all possible. If this should not prove feasible, the District Office will contact the Division of Construction to settle the dispute. If a change needs to be made, the Project Engineer can modify the time charges for the relevant dates within the Diary in Sitemanager.

- .1142 Generating the Working Day Report in Sitemanager** - Section 13 of The Resident Engineer's Sitemanager Training Manual illustrates how to generate a working day report. A Summary to Contractor Report must also be generated in Sitemanager and sent with the Working Day Report to the Contractor.

- .1143 Delivery to Contractor** - If at all possible, the working day statement should be delivered to the Contractor's designated representative at the project site. This procedure should be discussed and agreed upon at the pre-construction conference. If it is necessary to mail the statement, it should be done by certified mail with a return receipt requested. Whatever the delivery procedure, it should be so indicated on the statement, when, how and to whom (by name and position), if possible.

- .1144 Cover letters** - Form Number TC 63-41 (Exhibit Number 63-02-10) shall be used as a cover letter with working day statements that are submitted on a project prior to the expiration of time. After time has expired for a project and liquidated damages are applicable, Form Number TC 63-42 (Exhibit Number 63-02-11) shall be used as the cover letter for working day statements.

- .1150 Additional Time** - In all cases where a Change Order is prepared to cover an overrun in plan quantities or when a Supplemental Agreement is to be executed for additional work, a determination shall be made concerning any additional time warranted because of the work. If additional time is found to be justified it shall be included as a part of the Supplemental Agreement or Change Order. Every change order should address time, either as a time extension or include a statement to the effect that *Contract Time is Unaffected by this Change*.

In all instances, it is important that an increase in contract time be processed at the

earliest practical date. The frequently used practice of deferring action in time extensions until the project is complete or until contract time has expired is not compatible with the Standard Specifications or present day methods for administering contracts.

Methods of granting additional time vary by circumstance and the type of contract. It is not practical to attempt to explain the various procedures for granting additional time because each case has to be considered on an individual basis. As a general rule, the additional time required to do the work shall be established by change order prior to beginning the work. If this is not considered feasible because the work is too far in the future or for whatever reason, the change order should stipulate that additional time will be granted to cover the work with the exact number of days to be determined at a later date and included in a Change Order.

- .1160 Contract Overtime and Liquidated Damage Review** - When a project is completed after the original specified contract time has expired, the Project Engineer shall prepare and submit to the District Construction Office the Form TC 63-26 "Contract Overtime and Liquidated Damage Review." (Exhibit Number 62-02-12).

The District Construction Office shall check the form for accuracy, include any information they may deem applicable and forward the form to the Division of Construction. In view of the fact that all overruns of any consequence have been accounted for by applicable time extensions, it is not necessary to delay submission of this form pending final determination of contract moneys. It should be submitted to the Division of Construction as soon as possible and not later than 90 days after a project is called complete.

- .1161 Liquidated Damage Report** - The Contract Overtime & Liquidated Damage Review form should be submitted to the Division of Construction when liquidated damages are applicable. This report should be forwarded to the Director of Construction and contain sufficient information to adequately explain the reason for the liquidated damage charges. It is very important that any unresolved contentions on the part of the Contractor be addressed in this report. These contentions must be discussed on a point-by-point basis with the findings and recommendations of the Chief District Engineer included. A statement to the effect that either all of the Contractor's contentions are addressed or that none exist must be included in the "Remarks" section of this report.

Supporting documentation to be submitted with this report should include, but not be limited to, copies of the following:

- All Change Orders involving time extensions.
- Pertinent correspondence from the Contractor.
- Pertinent correspondence from the Department.

- Pertinent Working Day Reports, if applicable.

The organization of this report shall be with the Contract Overtime and Liquidated Damage Review report first, followed by the findings and recommendations of the District Office and then the supporting documentation arranged in chronological order. Providing that either the Contractor's contentions have been satisfactorily resolved or there are no contentions, this report will be reviewed by the Director of Construction and the final will be routinely processed for payment. In the event there are outstanding contentions remaining, the Director of Construction will review further.

- .1162 Central Office Review** - When a Liquidated Damage (L.D.) Report is received by the Division of Construction and has unresolved contentions on the part of the Contractor, it will be submitted for review to the Director of Construction. After further review, the Division of Construction will prepare a response to the Liquidated Damage report which will direct the necessary course of action considered appropriate to settle the issue in accordance with applicable specifications.

The Director of Construction will discuss the decision with the Executive Director for Project Delivery. The Director of Construction will advise the District TEBM for Construction of the results in writing. The District TEBM for Construction will make a formal notification to the Contractor of the action taken which may consist of either the charging of applicable liquidated damages or the fact that no liquidated damages will be charged. In the event liquidated damages are charged, the Contractor should also be advised of a right to appeal directly to the Highway Commissioner.

In the event no liquidated damages are charged, the Contractor will be notified and advised that the final estimate will be processed.

### **63-02.1200 EXTRA WORK**

Extra work is defined in the Standard Specifications as, "An item of work not provided for in the Contract as awarded but found essential by the Engineer for the satisfactory completion of the Contract."

A Supplemental Agreement shall be written and executed prior to beginning work on all extra work for which there is agreed upon unit or lump sum prices. An extension of contract time will be considered on all projects involving extra work and should be included in the Supplemental Agreement, if applicable. See Section 109.04 of the Standard Specifications for additional information and direction.

- .1210 Force Account Work** - When no agreement is reached for extra work to be done at lump sum or unit prices, such work may be authorized by the Department to be done on a force account basis only when all items are agreed upon in writing

before beginning the work.

- .1211 Supplemental Agreement** - A Supplemental Agreement shall be written and executed prior to beginning cost-plus work to provide funds and authority for the work. Equipment rental rates shall be itemized in the Supplemental Agreement along with the source for the rates. Rates of Contractor owned equipment shall be limited to the monthly rates set forth in the Blue Book for Construction Equipment and adjusted for year, model, and region. Hourly rates shall be determined by dividing the adjusted monthly rate by 176 and adding the Blue Book estimated operational costs. Approved equipment rented from a recognized rental agency specifically for the cost-plus work is eligible for reimbursement at a documented reasonable invoice cost. The Department will pay rental rates for equipment required to be on standby at one half the normal rate, excluding operational cost, and pay for standby time for a maximum of 8 hours per day and 40 hours per week. Work shall not start until the Supplemental Agreement has been submitted and approved. Supporting documentation should be submitted with, but not as part of, the Supplemental Agreement. Any additional time justified by virtue of the extra work should be included in this Supplemental Agreement.
- .1212 Labor** - The people employed on the work must be listed daily. This makes it necessary for the Contractor to furnish the required wage information on every employee expected to be used on the work. The wage should include the cost of workers compensation insurance, public liability insurance; and any other taxes or insurance which are added to labor costs. The Department will add 25 percent to the cost to compensate for office overhead and general superintendence.
- .1213 Materials** - The Project Engineer shall include all materials actually used in the work on the current pay estimate providing proper documentation has been furnished. Before final payment can be made on materials, the Contractor must furnish the Project Engineer invoices, affidavits, or other proof of payment for materials established as acceptable to the Highway Department. Final payment of materials will be based on the actual cost to the Contractor including transportation charges and sales tax, to which the Department will add a sum equal to 15 percent.
- .1214 Equipment and Tools** - Rental equipment will be measured in hours of actual working time and necessary traveling time of the equipment within the limits of the project unless special equipment has been ordered in connection with the cost-plus work. For special equipment, the Department will pay the rental rate for the equipment which is required on the work and will add an amount equal to 15 percent of the rental sum as full compensation for fuel, lubricants, and filters. Rental rates shall be established on the same basis as other rental equipment, i.e. the "Blue Book" etc. Paid invoices will be necessary on all equipment rented from rental agencies. Standby rates are paid at one half (1/2) the agreed rental rate.

The Contractor shall furnish the Project Engineer the following information for all equipment that will or might be used in the work.

The exact description of each unit of equipment, including all applicable portions of the following:

1. Manufacturer's name, model designation, serial number and year manufactured.
2. Rated capacity, such as engine horsepower, lifting capacity, drawbar horsepower, etc.
3. Gasoline or diesel powered.
4. Crawler or rubber tired.
5. Size of bucket and type of boom, such as  $\frac{3}{4}$ -cubic yard dragline, one cubic yard, clamshell, etc.
6. Power graders are rated by net weight without attachments.
7. Trucks are classified by type, such as tandem, pickup, etc., and rated according gross vehicle weight, wheel configuration, cab configuration, 4X4 or 4X2.
8. Lowboy or carryalls are rated by tare weight and distance traveled.
9. Crawler tractors - give all attachments such as bulldozer, angle dozer, control unit type, ripper and type of power drive.

**.1220 Daily Field Record** - The Project Engineer or a designated representative shall prepare a daily record of all work performed as ordered on a cost-plus basis. A Force Account Daily Field Record, Exhibit 63-02-13 should be completed daily for this purpose. The Project Engineer shall maintain the original and a copy should be sent to the Contractor.

If there is any disagreement involving these forms or their contents, all work shall be halted immediately until such time as the differences are resolved.

To fill out the Force Account Daily Field Record, the Project Engineer or a representative should:

1. Fill the top portion completely every day.
2. Fill in the lower portion as work requires.
  - A. Labor
    - Include the foreman in charge.
    - Job classification of each employee.
    - Keep regular hours and overtime hours separately.
    - Describe work done by each employee. If job classification and description of duties do not correspond, give a detailed explanation in the remarks section.
  - B. Materials - Enter all materials used in the day's work.
    - Collect and attach all weight tickets, invoices, bills of



- lading, bar lists, etc., for the materials delivered during the day.
- Show the delivered materials and quantities in remarks.
- C. Equipment - Describe the equipment and attachments completely. For example
  - Example: A.C. Crawler Tractor, Model HD 16 DP, Serial Number L10349aB, torque converter, power shift diesel engine and bulldozer blade attachment.
  - Show the number of hours each piece of equipment worked.
  - Indicate any idle time during working hours and explain fully if idle time was related to action on the part of the Department.
  - Supplement above data with explanations, if necessary. Describe any problems.
- D. Signature - The Contractor's designated representative, the Project Engineer and the Chief Inspector shall sign the form each day. A stamped or otherwise reproduced signature is not acceptable.
- E. General - This form must be filled out and agreed to on a daily basis. It does not replace the Inspector's daily work report. If sufficient space is not provided for the necessary information, use another sheet. Be sure every sheet used is signed and dated.

**.1230 Preparation of Contractor's Pay Estimate** - Form TC 63-10 (Exhibit 63-02-14) is provided for the Project Engineer to compile the Contractor's current pay estimate for cost-plus work. Page 1 is for labor payroll, page 2 is for equipment rental and page 3 covers materials included in the work and provides for a summation of costs from all 3 pages. This form can be found on the Division of Construction webpage.

The work periods should match the Contractor's weekly pay period except when ending or beginning a pay estimate period.

### **.1231 TC 63-10 Form**

#### **Page 1 - Labor Payroll for Extra Work**

- A. The Project Engineer's Office personnel will have to enter the data and calculate the wages.
- B. When the Contractor's payrolls are received, all data should be checked.
  - 1. The Contractor shall be required to submit a separate payroll for the cost-plus work unless otherwise directed by the Project Engineer

2. No wage rates should be entered that are not in accordance with the Contract or previous agreement.

Page 2 - Equipment Agreement for Extra Work

All equipment data will be entered herein.

- A. Rates are as previously agreed upon - no other rates may be entered.
- B. The description of equipment must be sufficient to fully identify the equipment.

Page 3 - Material Incorporated in the Work

All materials used during the applicable week will be entered herein. Unit prices will be in accordance with previous agreement.

- .1232 Change Orders** - If, during the life of the cost-plus work, the funds provided for in the original Supplemental Agreement do not prove sufficient, a second change order must be submitted to obtain additional funds. In the final analysis, after all documentation is checked and agreed to by the Department of Highways personnel, a last change order must be submitted establishing the total costs of the completed work.

## **63-02.1300 CLAIMS**

Issues may arise during the Project lifecycle where the Engineer and Contractor do not agree on the work and compensation arrangement of the Contract. If possible, the Contractor and Engineer should work together to resolve any issue that arises on a Project before the situation deteriorates into a claim. Claims are time consuming and costly to the Department. They tie up key field personnel that could best be utilized on other work and require significant administrative work. A claim is to be considered a last resort, not a first line of defense. When the Engineer believes it is necessary or beneficial, District and Central Office personnel should be contacted to assist in resolving issues prior to a claim being initiated.

Should issues on a Project remain unresolved the Claims process may be the course of action pursued by the Contractor. The process is administered through the Standard Specifications (105.13), Kentucky Administrative Regulations (KAR 603 2:015 Sections 9 & 10), and Kentucky Revised Statute (KRS 13B.140).

Again, it is stressed that whenever possible the Engineer and Contractor should attempt to resolve any issues that arise on a project. If this is not accomplished, the Claims process may be used. This process is very structured, it is recommended that the Contractor be informed about this process at the Preconstruction Conference (note this in the Preconstruction Conference minutes), and when the Engineer believes a Claim may be on the horizon.

- .1310 Initiating the Claim** - The Claims process begins when the Contractor notifies the Engineer of the intent to file a claim. The Contractor must complete this action by submitting form TC 63-32, "Notice of Changed Condition/Disagreement" to the Engineer. This form must be submitted by the Contractor within 10 days of the date that the Contractor knew of or should have known of the events causing

the claim. If the claim is for extra work as defined in the standard specifications applicable to the project, the Contractor must submit TC 63-32 prior to beginning the disputed work. This form can be found on the internet (<http://transportation.ky.gov/construction/forms>) or in the exhibits section of this manual (Exhibit Number 63-02-15). The Engineer should advise the Contractor where to find this form when advising them of the Claims process.

If the TC 63-32 is not received as required or if it is received after the 10-day deadline, the Cabinet will not consider a claim. The timely filing of notice by the Contractor is not to be construed as establishing the validity of the claim.

**.1320 Acknowledgment** - The Resident Engineer will respond to the Contractor notifying them of the receipt of notice of the claim by submitting form TC 63-33, Exhibit 63-02-16, "Acknowledgement of Notice of Changed Condition/Disagreement," to the Contractor. The Resident will send this form within 7 days of receiving form TC 63-32. The Resident will also send copies of the TC 63-32 and TC 63-33 forms to the District Construction Office and the Director of Division of Construction at the Central Office.

The Resident Engineer should, after consulting with and receiving the advice of the District Construction Office, address the following points in their acknowledgment (TC 63-33):

1. The reasons that the claim is not considered justified, i.e. why did the issue become a claim.
2. Any areas of the TC 63-32 needing clarification; this could involve points that were unclear or that needed additional information beyond what was stated in the "Notice of Changed Condition/Disagreement." Quite often, the submission of TC 63-32 is general in nature and lacks sufficient specific information to gain a clear understanding of the proposed claim. The Resident Engineer should point this out and request clarification.
3. If any portion of the proposed claim is justified, the Resident Engineer should indicate this and include an analysis of the disagreement. A negotiation meeting should be scheduled immediately with the Contractor to attempt to reach an agreement on any portion of the work that can be removed from the claim.

**.1330 Prosecution of the Work & Records** - Once the proper forms are submitted for the particular work involved in the claim, the Contractor must complete the work as directed in the construction documents and by the Engineer. Both parties should carefully track this work with costs tracked according to Subsection 109.04. The Contractor's compliance with this provision and the Engineer's accounting of the costs does not validate the claim.

**.1331 Proper Facilities** - In order for the Contractor to comply fully with the

specifications, the Project Engineer must be provided with the same information as required for extra work to be done on a cost-plus basis. This consists of rates for workmen, rental rates for equipment utilized, and invoices for materials used. If the Contractor does not furnish this information in a satisfactory manner, the Project Engineer should immediately advise the Contractor, in writing, that the potential claim for additional compensation has been compromised because proper facilities are not being provided to keep account of actual costs.

**.1332 Daily Records** - Form TC 63-11, "Force Account Daily Field Record," (Exhibit 63-02-13) shall be utilized to maintain a daily record of labor, equipment, and materials for the disputed work. This work is to be maintained in exactly the same manner as specified for cost-plus work that has been agreed upon.

**.1333 Payrolls** - The Contractor is required to submit payrolls to cover the work under contention separately from all normal work unless directed otherwise by the Project Engineer.

**.1334 Compilation of Cost** - The Project Engineer shall compile the cost of the disputed work on a weekly basis on Form TC 63-10 (Exhibit Number 63-02-14). This compilation is the same as that specified for cost-plus work except estimate periods do not have to be broken out.

The timely filing of notice by the Contractor and the keeping of cost by the Engineer is not to be construed as establishing the validity of the claim.

**.1340 Current Pay Estimate** - Items of contract work completed in a satisfactory manner and otherwise eligible for payment shall be entered in the current estimate in a normal manner even though it is involved in the claim.

**.1350 Completion of Work** - After completion of the work in dispute and upon receipt of all paid invoices, etc., for materials, the Project Engineer shall calculate the total costs of the work. This shall be done carefully and thoroughly as this compilation could become the basis for the maximum liability of the Department should the Contractor ultimately prevail in pursuit of the claim. It is important for the Project Engineer to compile this data as soon as possible while the information is fresh and the personnel involved in the work are available.

Pending further action by the Contractor, the Project Engineer shall retain all cost records in project files. These cost records are for the sole use of the Department to evaluate the information submitted in a formal claim by the Contractor. The Contractor has to develop any costs from company records. It is important to recognize that an "Intent to Claim" along with the necessary record keeping does not constitute a claim nor should it be construed as such.

Should the Contractor decide to pursue the claim, a formal claim must be

submitted in writing. This claim must contain sufficient details to establish the nature of the claim, together with a monetary amount specified for the claim, an itemized accounting of the items involved, and a rational basis for the amount of payment requested. The monetary amount shall consist of a clear, concise statement reflecting the total amount of the claim. The Project Engineer shall summarily reject and return, to the Contractor, any claim presented which does not contain sufficient information to make a determination as to the validity and amount of the claim.

It should be relayed to the Contractor that it is in their best interest to complete the following as soon as possible for a timely resolution. Submission of the claim will proceed in one of the following methods:

1. If the claim involves extra work, the Contractor must submit a report detailing the dollar amount of the claim, the basis of the claim, and any supporting documentation to the Resident Engineer no later than 30 days after the receipt of a Formal Acceptance Report of Completed Construction, Exhibit 63-02-17.
2. If the claim involves final quantities and payments, the Contractor must submit a report detailing the dollar amount of the claim, the basis of the claim, and any supporting documentation to the Resident Engineer no later than 60 days after receipt of the Final Release, as sent to the Contractor by the Cabinet.
3. If the claim involves a delay, the Contractor must submit a report detailing the dollar and time amount of the claim, the basis of the claim, an as-built schedule compared with the as-bid schedule indicating the delay or delays, a description detailing the responsible party and actions causing the delay, and any supporting documentation to the Resident Engineer no later than 30 days after the receipt of the Formal Acceptance Report of Completed Construction. If the Contractor did not submit a project schedule at the Pre-Construction Meeting, the Cabinet will not consider the claim for delay.

**.1351 District Level Review** - Upon the submission of the claim materials by the Contractor, the Resident Engineer and District TEBM will have 60 days to attempt to settle the claim with the Contractor.

The Project Engineer shall review the formal claim as presented by the Contractor and check the breakdown of items and moneys against office records. The Project Engineer shall then submit the claim to the District TEBM for Construction along with a recommendation concerning the validity of the claim. If the records match those submitted by the Contractor, it should be so indicated. Should the records differ, the differences should be specified. Any other pertinent information should also be included.

The District TEBM for Construction will review the Contractor's claim and may, if desired, request a meeting with the Contractor to be conducted in the district office. The Contractor will be advised of the meeting date and the necessity of developing all pertinent information. They should be cautioned to have available substantiating records and witnesses. This meeting is at the option of the Contractor and, if deemed unnecessary by the Contractor, it is not required that it be held. It should, however, be noted that the Contractor rejected the offer of a meeting when this happens. This meeting is not a hearing and should not be handled in such a manner. If the meeting occurs, detailed stenographic notes or a tape recording should be kept.

All points pertinent to this claim are to be developed to the extent possible. Any differences between the claim and the Project Engineer's records should be reconciled, if possible.

The District must make a determination to settle or dispute the claim within 60 days. This determination will be relayed to the Contractor and Central Office in the appropriate time limit. Along with the determination, the District Branch Manager for Construction will forward a report complete with minutes of the meeting (if such a meeting occurs), the original Contractor's claim, copies of all documents submitted by the Contractor in support of the claim, and any comments and recommendations to the Division of Construction.

- .1352 Review by Central Office** - If the claim is not settled, the District will submit it to the Director of the Division of Construction who will have 90 days to make a final determination.

Prior to making the final determination, Director will hold an informal conference with the Contractor for the purpose of reaching a resolution to the claim or identifying issues needing resolution. If the conference is unsuccessful, the Director will notify the Contractor of the Cabinet's decision (the final determination) and the Contractor's right to a hearing according to the KAR 603 2.015 Section 10.

Should the District or Central Office fail to meet the previously mentioned deadlines, their inaction indicates a denial of the claim. Should the Director fail to submit a final decision within the deadline stipulated previously, the Cabinet will bear the costs associated with the hearing officer should such an event occur.

- .1353 Paying a Claim** - Should the claim be found to be just by the Department of Highways, it will pay for it as Extra Work as provided in Subsection 104.03 of the Standard Specifications. This provision does not establish a claim contrary to the terms of Subsection 104.02.

To pay a claim, the Project Engineer will prepare a Supplemental Agreement



to be executed by all parties to the Contract. The Supplemental Agreement will be written to authorize payment of the cost of the work, as agreed to by the Department of Highways and the Contractor with the exception that contract items previously paid on a current estimate that were involved in the claim are to be deducted from the final amount. An explanation for the deductions shall be included in the body of the document.

Any extension of contract time applicable should be included in the Supplemental Agreement.

**.1360 Possible Mediation** - Upon a written agreement of both parties, the claim could be mediated through a formal nonbinding mediation with a mutually agreed upon mediator. The parties will equally share the costs associated with this action. If either party terminates the mediation, the Contractor may still request a hearing according to KRS Chapter 13B and has 30 days from the notice of termination of the mediation to make such a request.

**.1370 Administrative Hearing** - If the Contractor wishes to request a hearing, they must do so within 30 days of the notification of the Cabinet's final decision and should be in accordance with KRS Chapter 13B. The previous Administrative Claims Process must be exhausted prior the Contractor requesting an Administrative Hearing.

As an alternative course of action, the Contractor may chose to forego the KRS Chapter 13B Administrative Hearing and file a lawsuit with the district court in Frankfort, KY.

**.1380 Summary of the Claims Process -**

Event	Contractor Action	Department Action	Time Limit from Event
1. Dispute/Issue on the jobsite	Contractor and Resident Engineer should work together to resolve disputes as they arise.		
2. Contractor knows or should of known of events causing claim	The claims process is initiated by the Contractor notifying the Resident Engineer of the intent to file a claim by submitting TC 63-32 "Notice of Changed Condition/Disagreement."		10 Days; Prior to beginning any disputed Extra Work (as define in the standard specifications)
3. Resident Engineer receives form TC 63-32		The Resident Engineer must respond to form TC 63-32 by submitting TC 63-33 "Acknowledgement of Notice of Changed Condition/Disagreement" to the Contractor.	7 Days
4. TC 63-32 and TC 63-33 submitted	The Contractor must complete the work as directed by the construction documents and the Engineer. Both parties should carefully track and document the work with costs		Immediately

	tracked according to specification 109.04.		
5. Work involved in the claim is complete		The Resident Engineer determines if the claim is justified. If so, it is paid for as Extra Work under specification 104.03.	
6. The Resident Engineer determines the claim is not justified	<p>1. If the claim involves extra work, the Contractor must submit a report detailing the dollar amount of the claim, the basis of the claim, and any supporting documentation to the Resident Engineer no later than 30 days after the receipt of the Formal Acceptance Report.</p> <p>2. If the claim involves final quantities and payments, the Contractor must submit a report detailing the dollar amount of the claim, the basis of the claim, and any supporting documentation to the Resident Engineer no later than 60 days after receipt of the Final Release, as sent to the Contractor by the Cabinet.</p>		<p>30 Days from receipt of the Formal Acceptance</p> <p>60 days from receipt of the Final Release.</p>
7. Submission of the claim materials to the Resident Engineer by the Contractor		At this point in the process, the Resident Engineer should notify the Central Office Field Engineer and Contract Administration Branch of the claim. The Resident Engineer and the District TEBM will attempt to settle the claim with the Contractor.	60 Days
8. The claim is not settled in 60 days		The Director of the Division of Construction will hold an informal conference with the Contractor to try to reach a settlement or identify issues needing resolution. If the conference does not successfully settle the claim, the Director will make a final determination.	90 Days

9. Conference unsuccessful and the Director makes a final determination regarding the claim		The Director will notify the Contractor in writing of the Cabinet's decision and of the Contractor's right to an Administrative Hearing according to KAR 603 2:015 Section 10.	
10. Contractor receives written notice of the Cabinet's decision and wishes to have an Administrative Hearing	The Contractor requests a hearing pursuant to KAR 603 2:015 Section 10.		30 Days

\*\*The parties of the claim may mutually agree to have the claim mediated by a mutually agreed upon mediator with costs shared equally. If mediation is terminated the Contractor still has the right to a hearing pursuant to KAR 603 2:015 Section 10.

\*\*This process is governed by KAR 603 2:015 Section 9 and KRS 13B.140.

### **63-02.1400 VALUE ENGINEERING**

Value Engineering is addressed in Section 111 of the Standard Specifications. Under the provisions of this specification, the Contractor is provided an incentive to submit contract cost reduction proposals to the Project Engineer. This type of proposal is subject to certain restrictions that are explained in the above referenced specification. In general, the proposal must provide an equivalent product and not impair the essential functions or characteristics of the project all the while reducing the cost of the project.

The Project Engineer is not required to consider any proposal submitted. Frivolous proposals should be discouraged and promptly rejected. The Department encourages the development of new and improved construction processes, particularly those that provide the same or better product at a reduced price.

Occasionally, Value Engineering proposals may suggest changes or modifications in design standards that may be under consideration by the Department but not adopted. In general, these submittals will go through the typical review procedure, however, such submittals are not considered to meet the intent of the value engineering concept and are subject to denial. Denial as a Value Engineering proposal does not preclude implementing the change as a Supplemental Agreement or in a Change Order outside the terms of Value Engineering.

The Contractor should address a Value Engineering proposal to the Project Engineer. The Project Engineer should review the proposal and transmit it along with any comments and any necessary supporting documentation to the District TEBM for Construction as soon as possible. The District TEBM for Construction should review the submittal and forward the request along with pertinent comments and supporting documentation to the Director of the Division of Construction.

The Value Engineering proposal, as submitted by the District Office, will be reviewed by the Value Engineering Review Committee within the Division of Construction. Following a determination by the committee, the Director of Construction will advise the District Construction TEBM of the decision to accept or reject the proposal. The District Construction TEBM will advise the Project Engineer of the decision so that the Contractor may be advised. All such transmittals shall be done in writing. In accordance with Section 111.03 of the Standard Specifications, this decision is final and not subject to the provisions of Section 105.13, "Claims for Adjustments and Disputes." The letter of denial should, therefore, terminate consideration of the proposal as a Value Engineering concept. If the proposal is accepted, the Project Engineer will issue a letter of acceptance and follow it with a Supplemental Agreement that will address the necessary contract modifications and time adjustments in accordance with Sections 111.04 and 111.05 of the Standard Specifications.

### **63-02.1500 CONSTRUCTION NOISE**

The Project Plans and/or the Contract may contain notes pertaining to regulating construction noise by the Contractor.

The Contractor may be required to provide sound deadening devices, shields, or physical barriers and take such noise abatement measures which may be necessary to restrict the transmission of noise in the immediate vicinity of schools, hospitals, rest homes, churches, libraries, museums, parks, and other noise sensitive sites specified in the contract. These measures may consist of limited working hours to minimize noises during school hours for example, or may specify certain times for blasting. Unless otherwise specified in the Contract or Plans, no measurements or payment will be made for as required by the contract nor will any time or liquidated damage credit be granted.

The Project Engineer should review the plans and proposal carefully and noise abatement requirements should be discussed in detail at the Pre-construction Conference. Notes pertaining to this discussion should be included in the report submitted to the Division of Construction.

Depending on work schedule and method of operation, the Contractor may propose a noise abatement procedure different from that specified. If this proposal is deemed acceptable by the Project Engineer and District Construction personnel, a change order will be prepared voiding the prescribed procedures and setting forth the new procedure. No changes will be made until this revised procedure is approved by the Central Office, Division of Construction.

The Project Engineer has the same authority regarding specified noise abatement procedures as other contractual documents and specifications and will be governed accordingly. In case of a violation, and depending on the seriousness and nature of the situation, the Project Engineer may take whatever action that is necessary, including temporary suspension of work or withholding of pay estimates.

### **63-02.1600 HISTORIC PRESERVATION LAWS**

Section 106 of the Historical Preservation Act of 1966 is defined as being applicable to borrow sites on federal-aid contracts. Implementation of this Act, as it refers to borrow sites, is covered

in Section 205.03.01 of the Standard Specifications. The Contractor must abide by all requirements of the specifications when obtaining borrow sites for both federally and state funded projects. The Department will abide by all rules under this specification when borrow sites are designated by the Department.

**63-02.1700 ESSENTIAL MANUALS**

The following manuals and publications are considered essential to be in the office of every Project Engineer:

1. Standard Specifications for Road and Bridge Construction (current and applicable editions)
2. Construction Guidance Manual
3. Standard Drawings (current and applicable versions including "Headwall Supplement RDH Series")
4. Manual on Uniform Traffic Control Devices
5. Employee Safety and Health Manual
6. Pictorial Surface Preparation Standards for Painting Steel Surfaces (SSPC-Vis-1)
7. Basic Engineering Handbook
8. Labor Compliance Manual
9. Inspector's Job Guide for Construction (pocket manual)
10. Resident Engineer's Sitemanager Training Manual

**DIVISION OF MATERIALS MANUALS**

11. Manual of Field Sampling and Testing Practices
12. Materials Guidance Manual
13. Materials Sitemanager Training Manual
14. Kentucky Methods (testing and/or acceptance procedures for materials)
15. List of Approved Materials
16. Aggregate Source Book (listing of aggregate sources, approved and unapproved, with addresses, locations and telephone numbers)

# TABLE OF EXHIBITS

## CHAPTER TWO

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Site Manager Manual - Section 14 Change Order Basics	TC 63-1	<del>63-2-2a</del> 63-02-2
<del>Change Order (signature page)</del>		
Subcontract Request Form	TC 63-1A	TC 63-35
<del>Change Order (item quantity page)</del>		<del>63-2-2b</del> 63-02-3
Subcontract Request Form - Change Order Items	TC 63-1B	TC 63-35 CO
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DBE Detailed Plan/Subcontract Request	TC 63-2	TC 63-35 DBE
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Force Account		
Cost Plus Work Daily Field Record	TC 63-11	<del>63-2-12</del> 63-02-15
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Project Engineer's Diary	TC 63-20	63-2-21
Project Update Report	TC 63-21	<del>63-2-22</del>
Record of Test Pile No.	TC 63-22	<del>63-2-23</del>
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Daily Inspector's Report (DIR)	TC 63-28	63-2-29



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<del>Weighman Tare Check Report</del>	<del>TC 63-31</del>	<del>63-2-32</del>
<del>Notice of changed Condition/Disagreement</del>	<del>TC 63-32</del>	<del>63-2-33</del> 63-02-15
<del>Letter of Intent (to file claim)</del>	<del>TC 63-33</del>	<del>63-2-34</del> 63-02-16
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<del>Subcontract Request - Sheets 1 &amp; 2</del>	<del>TC 63-37</del>	<del>63-2-38</del>
<del>Semi-Monthly Statement of Working Days</del>	<del>TC 63-39</del>	<del>63-2-40</del>
<del>Notice of Work Started</del>	<del>TC 63-40</del>	<del>63-2-41</del>
<del>Project Completion Notice</del>	<del>TC 63-41</del>	<del>63-2-42</del> 63-02-10
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<del>Federal-Aid Highway Construction Contractors Annual EEO Report</del>	<del>FHWA-1391</del>	<del>63-2-67</del> 63-02-9
<del>Example of Contract O.T. &amp; Liq. Dam. Review</del>	<del>TC 63-26</del>	<del>63-2-68</del>
<del>Example of Engineer's Wage &amp; Hour Report</del>	<del>TC 14-312</del>	<del>63-2-69</del>
<del>Construction Revision Index Sheet</del>		<del>63-2-70</del>
<del>Example of Contractor's Current Work Estimate</del>	<del>TC 14-6</del>	<del>63-2-71</del>
<del>Example of 1st Tier Subcontract</del>	<del>TC 63-35</del>	<del>63-2-72</del>
<del>Example of 2nd Tier Subcontract</del>	<del>TC 63-35</del>	<del>63-2-73</del>
<del>Confirmation of Subcontract Reported in Bid Proposal</del>	<del>TC 14-9</del>	<del>63-2-74</del>
<del>Certified Transcript of Weekly Labor Payroll + Contractor's Payroll Form on front and back</del>	<del>TC 14-11</del> TC 14-308	<del>63-2-75</del> 63-02-6
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COUNTY: \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

ROAD NAME : \_\_\_\_\_ CONTRACT ID : \_\_\_\_\_

COUNTY OF	ITEM NO.	SHEET NO.

PREPARED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

<b>CONSTRUCTION REVISION NO.1</b> RIGHT OF WAY IS <input type="checkbox"/> IS NOT <input type="checkbox"/> INVOLVED SHEETS IN REVISION _____ DATE APPROVED BY FHWA: _____ PAGE NOS. IN REVISION: _____  SUBMITTED BY: _____ PROJECT ENGINEER DATE _____ RECOMMENDED BY: _____ DISTRICT EXECUTIVE DIRECTOR DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ APPROVED BY: _____ DIRECTOR OF CONSTRUCTION DATE _____ EXECUTIVE DIRECTOR FOR PROJECT DELIVERY DATE _____  EXPLANATION OF REVISION NO. 6	<b>CONSTRUCTION REVISION NO.3</b> RIGHT OF WAY IS <input type="checkbox"/> IS NOT <input type="checkbox"/> INVOLVED SHEETS IN REVISION/SEE CHANGE ORDER NO. _____ DATE APPROVED BY FHWA: _____ PAGE NOS. IN REVISION: _____  SUBMITTED BY: _____ PROJECT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ APPROVED BY: _____ DIRECTOR OF CONSTRUCTION DATE _____ ASST. STATE MHT. ENGINEER CONST. DATE _____  EXPLANATION OF REVISION NO. 6	<b>CONSTRUCTION REVISION NO.5</b> RIGHT OF WAY IS <input type="checkbox"/> IS NOT <input type="checkbox"/> INVOLVED SHEETS IN REVISION/SEE CHANGE ORDER NO. _____ DATE APPROVED BY FHWA: _____ PAGE NOS. IN REVISION: _____  SUBMITTED BY: _____ PROJECT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ APPROVED BY: _____ DIRECTOR OF CONSTRUCTION DATE _____ ASST. STATE MHT. ENGINEER CONST. DATE _____  EXPLANATION OF REVISION NO. 6	<b>CONSTRUCTION REVISION NO.7</b> RIGHT OF WAY IS <input type="checkbox"/> IS NOT <input type="checkbox"/> INVOLVED SHEETS IN REVISION/SEE CHANGE ORDER NO. _____ DATE APPROVED BY FHWA: _____ PAGE NOS. IN REVISION: _____  SUBMITTED BY: _____ PROJECT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ APPROVED BY: _____ DIRECTOR OF CONSTRUCTION DATE _____ ASST. STATE MHT. ENGINEER CONST. DATE _____  EXPLANATION OF REVISION NO. 6	<b>CONSTRUCTION REVISION NO.9</b> RIGHT OF WAY IS <input type="checkbox"/> IS NOT <input type="checkbox"/> INVOLVED SHEETS IN REVISION/SEE CHANGE ORDER NO. _____ DATE APPROVED BY FHWA: _____ PAGE NOS. IN REVISION: _____  SUBMITTED BY: _____ PROJECT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ APPROVED BY: _____ DIRECTOR OF CONSTRUCTION DATE _____ ASST. STATE MHT. ENGINEER CONST. DATE _____  EXPLANATION OF REVISION NO. 6
<b>CONSTRUCTION REVISION NO.2</b> RIGHT OF WAY IS <input type="checkbox"/> IS NOT <input type="checkbox"/> INVOLVED SHEETS IN REVISION/SEE CHANGE ORDER NO. _____ DATE APPROVED BY FHWA: _____ PAGE NOS. IN REVISION: _____  SUBMITTED BY: _____ PROJECT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ APPROVED BY: _____ DIRECTOR OF CONSTRUCTION DATE _____ ASST. STATE MHT. ENGINEER CONST. DATE _____  EXPLANATION OF REVISION NO. 6	<b>CONSTRUCTION REVISION NO.4</b> RIGHT OF WAY IS <input type="checkbox"/> IS NOT <input type="checkbox"/> INVOLVED SHEETS IN REVISION/SEE CHANGE ORDER NO. _____ DATE APPROVED BY FHWA: _____ PAGE NOS. IN REVISION: _____  SUBMITTED BY: _____ PROJECT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ APPROVED BY: _____ DIRECTOR OF CONSTRUCTION DATE _____ ASST. STATE MHT. ENGINEER CONST. DATE _____  EXPLANATION OF REVISION NO. 6	<b>CONSTRUCTION REVISION NO.6</b> RIGHT OF WAY IS <input type="checkbox"/> IS NOT <input type="checkbox"/> INVOLVED SHEETS IN REVISION/SEE CHANGE ORDER NO. _____ DATE APPROVED BY FHWA: _____ PAGE NOS. IN REVISION: _____  SUBMITTED BY: _____ PROJECT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ APPROVED BY: _____ DIRECTOR OF CONSTRUCTION DATE _____ ASST. STATE MHT. ENGINEER CONST. DATE _____  EXPLANATION OF REVISION NO. 6	<b>CONSTRUCTION REVISION NO.8</b> RIGHT OF WAY IS <input type="checkbox"/> IS NOT <input type="checkbox"/> INVOLVED SHEETS IN REVISION/SEE CHANGE ORDER NO. _____ DATE APPROVED BY FHWA: _____ PAGE NOS. IN REVISION: _____  SUBMITTED BY: _____ PROJECT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ APPROVED BY: _____ DIRECTOR OF CONSTRUCTION DATE _____ ASST. STATE MHT. ENGINEER CONST. DATE _____  EXPLANATION OF REVISION NO. 6	<b>CONSTRUCTION REVISION NO.10</b> RIGHT OF WAY IS <input type="checkbox"/> IS NOT <input type="checkbox"/> INVOLVED SHEETS IN REVISION/SEE CHANGE ORDER NO. _____ DATE APPROVED BY FHWA: _____ PAGE NOS. IN REVISION: _____  SUBMITTED BY: _____ PROJECT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ RECOMMENDED BY: _____ CHIEF DISTRICT ENGINEER DATE _____ APPROVED BY: _____ DIRECTOR OF CONSTRUCTION DATE _____ ASST. STATE MHT. ENGINEER CONST. DATE _____  EXPLANATION OF REVISION NO. 6

UNUSE: #####  
 DATE: #####  
 FILE NAME: #####  
 S-SHEET NAME: \_\_\_\_\_

## Section 14 Change Order Basics

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By the end of this module, you will be able to:

- Understand the rules and life cycle of Change Orders
- Create a Change Order Header
- Navigate to Change Order functions from the Change Order Header
- Apply a Time Adjustment to a Change Order
- Modify existing Contract Items on a Change Order
- Add New Contract Items to a Change Order
- Calculate a Change Order
- Apply Standard and non-standard Explanations to a Change Order

*October 2007*

## Change Orders General Concepts

The change order process allows legal changes to be made to a Contract by creating, approving, and tracking changes.

Contract Change Orders may include:

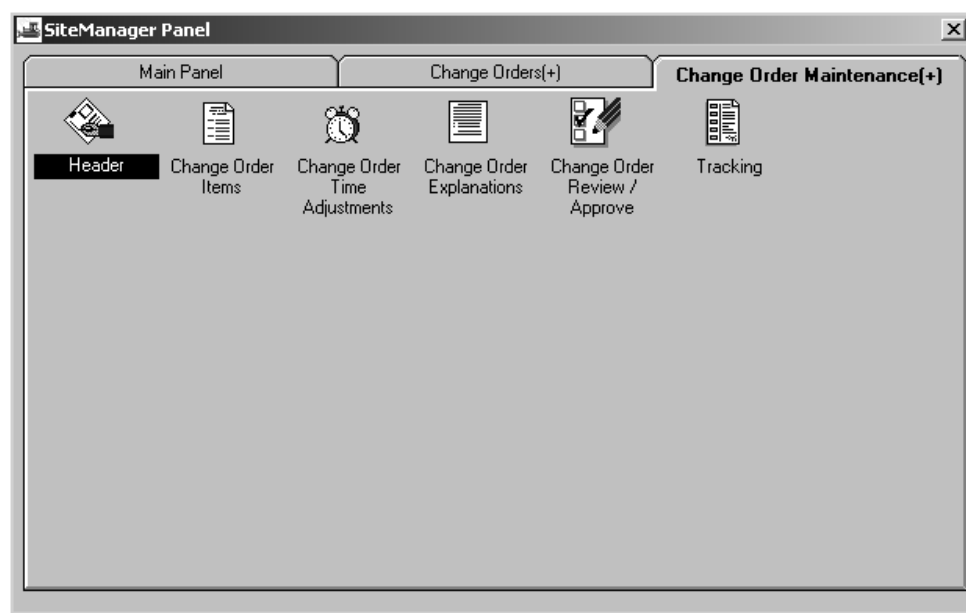
- Quantity adjustments for existing items
- Adding new items of work to the contract
- Time Extensions on milestones or revisions to Contract time or Contract completion date
- Additions to the Contract not affecting time or item quantities

Except for zero dollar, Users can specify more than one function to make up a change order. Before a change order is saved, edits are performed to ensure that its components are reconciled with its selected functions. Messages advise the User if information has not been entered for a selected function.

**Users can combine the functions in one CO EXCEPT for a Final Quantity change order.**

Before the User can select a specific window in the Change Order (CO) function, a specific Contract must be selected from a pick list containing valid Contracts, and associated, existing COs. A specific Contract must be selected from the pick list to create a new change order.

**Each CO must be associated with one Contract.**



The Change Order Maintenance Panel

**Figure 14-1**

### Exercise 14-1

In the following exercise, you will navigate to the Change Order Maintenance Panel. Participants will log on using the jpowell ID in the ROS group.

1. Double-click the **SiteManager Training (Non-Inspector)** program icon on the desktop.
2. In the **User ID** field, type **jpowell**.
3. In the **Password** field, type **kentucky**.
4. Click the **Logon** button.
5. On the **Main Panel**, double-click the **Change Orders** icon.
6. On the **Change Orders** panel, double-click the **Change Order Maintenance** icon.



## Change Order Life Cycle

The life cycle of contract change orders is reflected in the change order functions in SiteManager.

### 1. Creation of a New Change Order

A CO can only be created by a User with specific authority to create new change orders. A change order must be associated with an existing active Contract. Specific information about the change order must be recorded using the Change Order Header window, the Change Order Items window, the Time Adjustments window, and/or the Change Order Explanations window.

### 2. Maintaining Change Orders

Once a CO has been created, updates to the CO information may be required. Change Order header information, items, time frames, and explanations may be modified in update mode on the appropriate windows.

A CO can be:

- **Kept in Draft and sent for review only**

### 3. Review and Approval of Change Orders

After it is created, a draft CO can be forwarded via In-box notification for parallel review. Parallel review is concurrent review by more than one reviewer at a time.

Users involved in reviewing a draft CO or approving a pending CO can record their decisions about proposed changes to the Contract on-line, using the Review/Approve window. Reviewers/Approvers receive an In-Box message from the author requesting an action, review or approval for the CO. The In-Box message specifies the Contract and change order number.

All change orders on a contract must be either Approved or Denied in order for the Physical Work Complete Date to be entered in Contract Administration, as part of the Contract completion process. (Change Orders may not be in a Draft or Pending status for the Contract completion process.)

**All COs must be approved or denied before Contract Completion can occur.**

#### **4. Tracking the Change Order**

At any time, the writer of the CO may view the status of a change order in the review or approval cycle by opening the Tracking window. The Tracking window for a CO is a view-only window and displays:

- The date a request for recommendation was sent to a reviewer or approver
- The reviewer or approver's name
- The action requested - review or approve
- The date the reviewer or approver makes a recommendation
- The recommendation - Approved or Denied
- Any Remarks the reviewer or approver has made

Authorized users may also display details about current and historic Contract items on-line using the Item Summary window.

#### **5. Reports**

Once approved, change order data may be analyzed to help manage the change order process. The Change Order Reports function allows users to produce reports that gather information about trends in Contract changes.

## Change Order Conditions

There are three conditions that affect how the Change Order process in SiteManager works. These are the:

- Type of Contract
- Function(s) associated with the change order
- Status of the change order

## CHANGE ORDER FUNCTIONS

There are six types of change orders:

- Overrun/Underrun
- Extra Work
- Time Adjustment
- Force Account – The Kentucky Transportation Cabinet will not use this function
- Zero Dollar
- Final Quantity – The Kentucky Transportation Cabinet will not use this function

A change order may be a combination of types except for a Final Quantity CO, a singular change order required for contract completion, or a Zero Dollar.

Users define the purpose of the change order by selecting among the different functions. Except for Final Quantity and Zero Dollar, users can specify more than one function to make up a change order. The functions available on a change order are:

**Overruns or Underruns:** Used when the quantities associated with the Contract items are either exceeded or not needed to complete the Contract or work item.

**Extra Work:** Used when additional work items are required to complete the Contract.

**Time Adjustments:** Used when the timeframes need to be adjusted to reflect the completion period for a milestone or Contract.

**Force Account:** The Kentucky Transportation Cabinet will not use this function.

**Zero Dollar:** Used only for contract adjustments that will not affect the dollar amount of the Contract (example: changing the location of a project).

**Final Quantity:** The Kentucky Transportation Cabinet will not use this function.

## CHANGE ORDER STATUS

The CO Status field is a user-entered and controlled field (except for the Approved status). The allowable change order Status types are:

**Draft:** When the change order is being created or edited, and forwarded on for review.

**Pending:** When the change order is put into approval process, forwarded on for approval and cannot be modified.

Draft and Pending are the only allowed statuses until the change order is denied or approved.

**Denied:** When the change order is disapproved and not revised. The user must change the status to denied manually after the change order is disapproved.

A Denied change order may have its status changed to back to Draft, be edited (revised), have its status changed to Pending and be resent through the approval process.

**Approved:** Approved status is set when the last approver completes the approval process. When the change order has been approved by its final approval level, it cannot be altered. Adjustments can only be made by creating a new change order.

When the CO is created and saved to the database, field edits are performed and the status is checked. The status options, Approved and Denied, are not available for selection by the User until the approval/denial process is complete. All change orders must be in the Approved or Denied status for the contract completion process.

**When the CO is approved it becomes read-only and the items become available on DWRs.**

# The Kentucky Transportation Cabinet Change Order Process Plan

In KYTC, all change orders will typically be created and maintained by the Resident Engineer. In some cases, the Resident Office Manager, Central Office Construction Personnel, or other Users designated by the Director of Construction may also create and maintain change orders. There are four phases in the KYTC CO Process Plan. They are as follows:

## Creation of a Change Order

- Prepare any applicable paperwork (i.e., cost estimate for funding modifications)
- Create the change order on the Change Order Header window in SiteManager

## Maintaining a Change Order

- Track the change order
- Revise the change order as necessary
- Generate applicable change order reports

## Change Order Review/Approval Process

- Forward the change order for parallel review
- Change status to Pending
- Forward the change order for approval
- Change the status to Approved or Denied

## Change Order Reports

**Contractor Change Order Report** - This report shall be generated to serve the purpose of a legal modification of the contract. This document will be sent to the contractor for review and signatures. The report will contain Contract and project data detailing the directed changes. A person in the Resident Engineer's Office will be required to send this document to parties who do not have access to SiteManager for review.

The Unapproved Change Order Aging Report, Change Order/Reason Code Breakdown Report, and the Time Extension Granted Reports can be used to track trends in the Contract changes during the lifetime of the Contract.

## Creating a Change Order Header

The Change Order Header window allows an authorized User to:

- Create a new change order by entering a new descriptive information for a change order, or
- Maintain the current descriptive information about an existing change order as the status of the change order progresses from Draft through Pending to Approved or Disapproved.

The screenshot displays the 'Change Order Header' window with the following fields and values:

- Contract ID:** TP002M
- CO Number:** 001
- Tentative Verbal Approval Dates:**
  - Federal: 00/00/00
  - Local: 04/29/04
- CO Created by:** Jackie Powell
- On:** 07/20/04
- Status:** Draft (dropdown menu)
- Approval Level:** (empty field)
- Description:** Flowable Fill and Surface Overrun
- Reason Code:** Combination (dropdown menu)
- CO Type:** CONTRACT MODIFICATION (dropdown menu)
- Functions:**
  - ☒ Overrun/Underrun
  - ☒ Extra Work
  - ☒ Time Adjustment
  - ☐ Force Account
  - ☐ Zero Dollar
  - ☐ Final Quantity
- Emergency Work:** ☐
- Amounts:**
  - Bid Contract Amt: \$831,708.91
  - Current Contract Amt: \$831,708.91
  - CO Amount: \$0.00
- Reference to:**
  - Dispute: (empty field)
  - Force Account: (empty field)

The Change Order Header Window

**Figure 14-2**



**In the Kentucky Transportation Cabinet, the Resident Engineer will use the Header window to view existing change order information and for entering data when creating a new change order. Data would include the status, description, type, reason, and functions of the change order.**

**The Change Order Description should contain information that summarizes the major items of work included in the Change Order.**

**The CO Reason field will have Kentucky Transportation Cabinet-defined reasons for Change Orders.**

**The CO Type field will have a choice of Funding Modification and Contract Modification. Funding Modification will be chosen when signatures from the contractor are not required (e.g., overrun and underrun of Contract Items or renewal of Contract.) Contract Modification will be chosen when signatures are required by the contractor (e.g., specification change, time extensions, addition of supplemental items, or a combination Change Order with funding and Contract modifications.)**

**The Federal tentative verbal approval date will be used when the FHWA gives its verbal approval or written approval of the Change Order. This is required for all Contracts with Federal Oversight. The Local tentative approval will be used to indicate the date the commissioner's office approved the concept of the Change Order. The approval email should be attached to the Change Order Header window. This is required for all Contracts with funding modifications or when supplemental agreements require additional funds be added to the Contract.**

**When the need arises for a funding modification, the Resident Engineer should prepare the cost estimate or have the contractor submit the cost estimate. This cost estimate will be submitted to present the cost to the Fund Manager as an inquiry to see if the funds are available for the proposed Contract funding modification.**

**Justification of cost, time extensions, project records and comments can be included using the Attachments button on the toolbar at top of screen.**



## Exercise 14-2

In the following exercise, you will create Change Order 001 for Contract TP002M.

Participants should be logged on using the jpowell ID in the ROS group.

1. On the **Change Order Maintenance** panel, double-click the **Header** icon.
2. Click the **Services** menu and click **Choose Keys**.
3. In the **Contract ID** list box, scroll to and double-click Contract **TP002M**.
4. In the **Description** field, type **Flowable fill and Surface Overrun**.
5. In the **Reason Code** drop-down list, click the expand arrow to the right of the current selection and click **Combination**.
6. In the **CO Type** drop-down list, click the expand arrow to the right of the current selection and click **Contract Modification**.
7. Click the **Overrun/Underrun** check box (ON).
8. Click the **Extra Work** check box (ON).
9. Click the **Time Adjustment** check box (ON).
10. In the **Tentative Verbal Approval Date Local** field, type **042904**.
11. Click the **Save** button.
12. Click the **Attachments** button.
13. Click the **New OLE** button.
14. Click the **Create From File** folder tab.
15. Click the **Browse** button.
16. In the **Browse** window, double-click the file **CO Email M 001.pdf**.
17. On the **Create From File** folder tab, click **Ok**.
18. In the **Name** field, type **20040429COEM**.
19. In the **Description** field, type **Email from Commissioner's Office stating initial approval to create the Change Order**.
20. Click the **Add All** button to add security groups to the attachments.
21. Click the **Add** button at the bottom of the screen to add the attachment to the DWR.
22. Click the **Attachments** button to close the attachment.
23. Click the **Save** button.

Click the **Save** button here to enable the **Attachments** button.

## Standard SiteManager Functionality

The following standard SiteManager functionality is accessible in this window:

- External Documents
- Generic Fields
- Linkage of records between SiteManager functions
  - Disputes/Claims

## Creating Change Order Time Adjustments

The Time Adjustments window allows authorized Users to enter one or more time adjustments for a change order. At least one adjustment must be recorded using this window if the Time Adjustment function is selected on the change order.

### RESTRICTIONS ON TIME ADJUSTMENT ENTRIES

Time adjustments may be related to:

- The Contract completion date
- Milestone(s) on the Contract, or
- Both the Contract completion date and milestone(s) associated with the Contract

The Charge Type for the Contract determines which timing components of the Contract and its associated milestones may be entered and modified. There are three charge types for contracts. The changeable fields and required fields on the Time Adjustment Window are determined by the Contract's charge type as follows:

**Available Days (AD)** Charge Type: Computes time periods based on the working days charged to the Contract and/or to each milestone. Only the number of days adjusted may be entered in the Time Adjustment Window. No completion date applies to this charge type.

**Fixed Date (DT)** Charge Type: Has a specific fixed end date for the Contract or for milestones within the Contract. Only the completion date field may be entered. The system computes the number of days adjusted.

**Calendar Days (CD)** Charge Type: Computes the end date for the Contract and for milestones based on the number of calendar days allocated for the work. The number of days adjusted may be entered. The system then computes the completion date.

Additional limitations apply to entries on the Time Adjustments window as follows:

- Only one adjustment to the Contract completion date may be entered per change order.
- Multiple contract milestone adjustments may be entered for a single change order.

- Each milestone may only be included in one change order, but that change order time adjustment may be maintained (updated or deleted) subsequently.
- Text explaining reasons for the time adjustment may be entered.
- The status of the associated change order determines whether the fields on this window are display only or may be modified by the user
- Time adjustments may only be entered while a change order is in Draft status.
- Change orders in a Draft status allow the following fields to be entered or updated: time adjustment days, adjusted completion date, milestone/contract completion status (radio button), and milestone.
- Changes orders in a Pending, Approved, or Disapproved status do not allow updates to these fields.

**Tip:** Only one adjustment may be modified at a time. The User must save the changes to one adjustment before making other modifications to the change order time adjustments.

Adjusted Contract or Milestone	Adjustment Days	Adjustment Date	Explanation
Contract	5	00/00/00	Additional time needed for bridge backfill and extra surface quantities.

Time Adjustment Days:  Adjusted Completion Date:

☐ For Milestone:  ☒ or Contract Completion

Explanation:

The Change Order Time Adjustments Window

**Figure 14-3**

**In the Kentucky Transportation Cabinet, the CO Time Adjustment window is similar to KYTC's current Time Extension/Explanation box on the Change Order form. The same explanations will apply:**

- 1** Contract Time is Unaffected.

Working Days Contract

- 2** Extend Working Days from \_\_\_\_ as Specified in the contract to \_\_\_\_.  
"A Net Increase of \_\_\_\_ Working Days."

- 3** Extend Working Days from \_\_\_\_ as Specified in Change Order \_\_\_\_ to \_\_\_\_.  
"A Net Increase of \_\_\_\_ Working Days."

Calendar Day Contract

- 4** Extend Calendar Days from \_\_\_\_ as Specified in the contract to \_\_\_\_.  
"A Net Increase of \_\_\_\_ Calendar Days."

- 5** Extend Calendar Days from \_\_\_\_ as Specified in Change Order \_\_\_\_ to \_\_\_\_.  
"A Net Increase of \_\_\_\_ Calendar Days."

Specified Completion Date Contract

- 6** Change the Specified Date of Completion from \_\_\_\_ as Specified in the contract to \_\_\_\_.  
"A Net Increase of \_\_\_\_ Days."

- 7** Change the Specified Date of Completion from \_\_\_\_ as Specified in Change Order \_\_\_\_ to \_\_\_\_.  
"A Net Increase of \_\_\_\_ Days."

**If there is a need to go into more detail about the time adjustment, the Explanation text box will accommodate that as well. The User must give a reasonable explanation to justify the time adjustment.**

**This does not  
need to be  
typed exactly,  
this is an  
example.**



### Exercise 14-3

In the following exercise, you will navigate to the CO Time Adjustment window from the Header window and create a time adjustment on Change Order 001 on Contract TP002M. Participants should be logged on using the jpowell ID in the ROS group.

1. On the **Header** window, click the **Services** menu and click **CO Time Adjustments**.
2. Click the **Time Adjustment Days** field and type **5**.
3. Click the **Or Contract Completion** radio button.
4. In the **Explanation** field, type **Extend working days from 100 as specified in the contract to 105. A net increase of 5 working days. Additional time needed for bridge backfill and extra surface quantities.**
5. Click the **Save** button.
6. Click the **Close** button.

\_\_\_\_\_  
**Returns back to the Header window.**

### Standard SiteManager Functionality

The following standard SiteManager functionality is accessible in this window:

- Remarks (Open Optional Remarks - Explanation)



## Modify Existing Contract Items

The Change Order Items window allows the User to:

- Select an existing item on the Contract for inclusion in the change order
- Add a new item to the Contract by including it in the change order
- Select and modify an existing item in the Contract already associated with the change order
- Delete an item from a change order

Whenever the change order function is an overrun/underrun and/or extra work, the Change Order Items window must be used to make the corresponding entries and/or modifications to the change order items. Extra work requires adding completely new Contract items. Overrun/underrun requires modifying existing contract pay items.

**Change Order Items**

Change Order Item | New Contract Item

Cont ID: TP002M | CO Nbr: 001 | Project Nbr: 2081106504M2

Line Item Nbr: 0360 | Item Code: 00300

Unit: TONS | Unit Price: \$54.00000

Item and Supplemental Descriptions:

CL1 ASPH SURF 0.38D PG64-22

Change Order Item Description:

	Quantity	Amount
Contract Bid:	227.000	\$12,258.00
Approved Change Order:	0.000	\$0.00
Current Contract:	227.000	\$12,258.00
Pending Change Order:	0.000	\$0.00
This Change Order:	73.000	\$3,942.00

☐ Force Account Item

The Change Order Item Folder Tab

**Figure 14-4**

**In the Kentucky Transportation Cabinet, the creator of the change order Header will complete the information in the Change Order Items folder tab. The Change Order Item Description field and the Force Account field will not be used at KYTC.**



### Exercise 14-4

In the following exercise, you will modify the quantity of an existing contract item on Contract TP002M. Participants should be logged on using the jpowell ID in the ROS group.

1. On the **Header** window, click the **Services** menu and click **CO Items**.
2. Click the **Services** menu and click **New CO Item**.
3. In the **Contract Items** list box, scroll to and double-click the Line Item Number **0360 CL1 ASPH SURF**.
4. In the **This Change Order Quantity** field, type **73**.
5. Click the **Save** button.

## Adding New Contract Items in a Change Order

New items may only be added to an active Contract through the change order process. When a new item is added to a Contract, the user must enter a Line Item Nbr, unit price, the quantity of the item, and a description of the item on the New Item tab of the Change Order Item window.

The screenshot shows the 'Change Order Items' window with the 'New Contract Item' tab selected. The 'Contract ID' is 'TP002M' and 'Change Order Nbr' is '001'. The 'Project Nbr' is 'Z081106504M2', 'Category Nbr' is '0002', 'Line Item Nbr' is '8000', 'Item Code' is '02220', 'Units Type' is 'CUBIC YARDS', and 'Spec Year' is '2004'. The 'Description' is 'FLOWABLE FILL'. There are checkboxes for 'Major Item', 'Specialty', 'Critical', 'Pay Plan Qty', 'Suppl Desc Req'd', and 'Material Discrepancy Adj'. The 'Unit Price' is '\$100.00000' and 'Proposal Line Nbr' is '8000'. The 'Related Item' is a dropdown menu. At the bottom, there are two empty text boxes for 'Supplemental Descriptions'.

The New Contract Item Folder Tab

Figure 14-5

In the Kentucky Transportation Cabinet, the creator of the change order Header will complete the information on the New Contract Item folder tab. Line item numbers for new contract items (supplemental items) will begin with 8000 and be numbered consecutively throughout the life of the project. Line item numbers for Stockpiled material items added to a Contract will begin with 9000 and be numbered consecutively throughout the life of the project.

The Division of Design, PS&E Section will maintain the Item Code list. The change order creator will have the Division of Design, PS&E Section generate a number if an existing Item Code cannot be used. New Item Codes are to be used only as approved by the Division of Design, PS&E Section.

**Tip:** When a new item is added to the contract through this process, the information about a new line item is not saved to the database until it is completed and saved on the Change Order Item tab. The New Contract Item tab performs all edits and passes all new item data to the Change Order Item tab where both the new item and change order information are saved. The contract item list *is not* updated with the new item until the change order is approved.

**A New Item is not added to the contract Item list until the CO is approved.**



### Exercise 14-5

In the following exercise, you will add a New Item to the existing Draft Change Order 001 on Contract TP002M. Participants should be logged on using the jpowell ID in the ROS group.

1. On the **Change Order Item** folder tab, click the **New** button.
2. Click the **New Contract Item** folder tab.
3. In the **Project Nbr** drop-down list, click the expand arrow to the right of the current selection and click **Z081106504M2**.
4. In the **Category Nbr** drop-down list, click the expand arrow to the right of the current selection and click **0002**.
5. In the **Line Item Nbr** field, type **8000**.
6. Using the right mouse button, click the **Item Code** field.
7. In the object menu, click **Search**.
8. In the **Item Code** list box, scroll to and click Item Code **02220 2004 FLOWABLE FILL**.
9. Click **Ok**.
10. In the **Unit Price** field, type **100.00**.
11. In the **Proposal Line Nbr** field, type **8000**.
12. Click the **Change Order Item** folder tab.
13. In the **This Change Order** quantity field, type **30**.
14. Click the **Save** button.
15. Click the **Close** button.

**The Line Item Nbr must be unique.**

**Returns back to the Header window.**

## Standard SiteManager Functionality

The following standard SiteManager functionality is accessible in this window:

- Generic Fields
- Remarks

## Calculating a Change Order

After the full change order creation or maintenance activities are complete, including entries or updates to the change order items, time adjustments and explanations windows as desired, the user may re-calculate the display only values on the Change Order Header window.

The Change Order Header Window

Figure 14-6



### Exercise 14-6

In the following exercise, you will calculate Change Order 001 on Contract TP002M. Participants should be logged on using the jpowell ID in the ROS group.

1. On the **Header** window, click the **Save** button.
2. Click the **Services** men and click **Calculate Change Order**.
3. Click the **Save** button.
4. Click the **Close** button.

**SiteManager**  
calculates the total  
amount of the CO and  
displays the amount in  
the CO Amount field.

## Applying Change Order Explanations

The Change Order Explanation window is used to document the reasons for Contract changes. This window allows the author of the change order to record the reason for changes in the Contract included in the change order. It also allows reviewers and approvers to view the change order reasons. There are two types of explanations that may be associated with a Contract change order:

- One or more specific explanations pertaining to *items* on a Change Order, and
- One or more explanations pertaining to the Change Order as a whole.

When the change order is in Draft Status and the window is in new mode, the user may use the lower data window to

- Display and search the list of standard explanations for this contract type, or
- Type a non-standard explanation description in the multi-line edit text field.

Seq. Nbr.	Std CO Expl ID	Type	Date Applied
1	006	ITM	07/20/04
2	ITM	ITM	07/20/04

Project	Line Item	Additional Description
Z08110650	0360	
Z08110650	8000	

The Change Order Explanations Window

Figure 14-7

The Kentucky Transportation Cabinet Change Order Standard Explanations:

<b>Explanation ID</b>	<b>KYTC Defined Standard Text</b>	<b>Attach for Change Order Type</b>
001	Lot Pay Adjustment for Asphalt Mixtures	LOT PAY ADJUSTMENT
002	Ride Quality Adjustment	RIDE QUALITY ADJUSTMENTS
003	Fuel and Asphalt Adjustments	FUEL AND ASPHALT ADJUSTMENTS
004	Contract Omission – Extra Work is required as a result of a Contract Omission.	CONTRACT OMISSIONS
005	Utility – Extra Work is required as a result of a Utility Issue.	UTILITY ISSUES
006	Item Overrun – Extra Work is required as a result of a Contract Item Overrun.	CONTRACT ITEM OVERRUN
007	Geotechnical Issue – Extra Work is required as a result of Geotechnical Issues.	GEOTECHNICAL
008	Enhancement – Extra Work is required to improve or enhance the project including Traffic Control, Construction Revisions, etc.	CONTRACT ENHANCEMENTS
009	Environmental – Extra Work is required to comply with environmental laws and Specifications.	ENVIRONMENTAL
010	The Project Proposal requires the Contractor to be compensated by the Department for the agreed upon prescribed Incentive.	INCENTIVE/DISINCENTIVE PROJECTS
011	Project renewal for the subsequent calendar year.	CONTRACT RENEWALS
012	Accounting Adjustment	ACCOUNTING ADJUSTMENTS
013	Value Engineering Proposal	VALUE ENGINEERING
014	Cost is less than or equal to 110% of the average unit bid price.	COST JUSTIFICATION
015	Itemized cost breakdown supplied by the contractor including equipment, labor materials, and time needed to perform proposed work.	COST JUSTIFICATION
016	Cost comparison to the competitive bid contracts in an area or district for items similar to scope of work.	COST JUSTIFICATION
017	Item special in nature justified by the Contractor. (Only applicable for owner or other delays, extension agreements or other contract modifications.)	COST JUSTIFICATION
018	Cost Plus Worksheets (Documentation for cost plus worksheet attached to the change order as supplemental data.)	COST JUSTIFICATION

The Kentucky Transportation Cabinet Standard Explanations Table

**Table 14-1**



**The General CO Explanations function will not be used.**

**Explanations applied to Specific Items will be used only if the Change Order Type (Header Window) is a combination change order. Both a standard explanation for the item(s) and cost justification, and a statement directing the Contractor to do the proposed work (entered with “free-flow” text) is required. The following are examples of “free-flow” text directing the Contractor to do the work:**

**Rt. Sta. 115+00 to Rt. Sta. 118+00 remove 630 sq. yards of existing pavement.**

**Sta. 133+18 construct 20’x 6.5’x 66’ RCBC at 300 Skew RT.**

**Explanations for All Line Items will be used when all line items can be characterized by the Change Order Type (Header Window). A statement directing the Contractor to do the proposed work (entered with “free-flow” text) and a standard explanation for cost justification are both required.**



## Exercise 14-7

In the following exercise, you will apply explanations to Change Order 001 on Contract TP002M. Participants should be logged on using the jpowell ID in the ROS group.

1. On the **Change Order Maintenance** panel, double-click the **Change Order Explanations** icon.
2. In the drop-down list, click the expand arrow to the right of the current selection and click **Explanation Applied to Specific Items**.
3. Click the **New** button.
4. Using the right mouse button, click the **Pick Std Exp ID** field.
5. In the object menu, click **Search**.
6. In the **Explanation ID** list box, scroll to and click **006 – Contract Item Overrun**.
7. Click **Ok**.
8. In the **Change Order Line Items** area, double-click Item Number **0360**.
9. Click the **Save** button.
10. Click the **New** button.
11. Click the lower text field and type **Additional quantities needed to tie into existing pavement**.
12. In the **Change Order Line Items** area, double-click Item Number **0360**.
13. Click the **Save** button.
14. Click the **New** button.
15. Using the right mouse button, click the **Pick Std Exp ID** field.
16. In the object menu, click **Search**.
17. In the **Explanation ID** list box, scroll to and click **008 – Owner Induced Enhancement**.
18. Click **Ok**.
19. In the **Change Order Line Items** area, double-click Item Number **8000**.
20. Click the **Save** button.
21. Click the **New** button.
22. Click the lower text field and type **To change from select granular embankment to flowable fill to reduce settlement**.
23. In the **Change Order Line Items** area, double-click Item Number **8000**.
24. Click the **Save** button.
25. Click the **Close** button.

## Review for Section 14

Contract Change Orders may include:

- Quantity adjustments for existing items
- Adding new items of work to the contract
- Extra Work
- Time Extension on milestones or revisions to a contract completion date
- Final Quantity

To access the Change Order Header window:

1. On the **Main** panel, double-click the **Change Order** icon.
2. On the **Change Order** panel, double-click the **Change Order Maintenance** icon.
3. On the **Change Order Maintenance** panel, double-click the **Header** icon.
4. In the **Contract** list box, scroll to and double-click the desired contract.
5. In the **Change Order** list box, scroll to and click the desired change order.
6. Click **Ok**.

To modify a change order header:

1. On the **Main** panel, double-click the **Change Order** icon.
2. On the **Change Order** panel, double-click the **Change Order Maintenance** icon.
3. On the **Change Order Maintenance** panel, double-click the **Header** icon.
4. In the **Contract** list box, scroll to and double-click the desired contract.
5. In the **Change Order** list box, scroll to and click the desired change order.
6. Click **Ok**.
7. Modify the desired fields as needed.
8. Click the **Save** button.

To navigate to other CO functions from the Header Window:

1. Create a New Change Order Header or open an existing Change Order Header.
2. Click the **Services** menu and click the **CO Items**, **CO Time Adjustments**, or **Change Order Tracking** choice.

To modify an existing time adjustment to a contract or milestone:

1. On the Change Order Maintenance panel, double-click the CO Time Adjustment icon.

Or

1. In the **Header** window with the correct Change Order open, click the **Services** menu and click the **CO Time Adjustment** choice.
2. In the top data window, highlight the desired **Contract** or **Milestone** adjustment choice.
3. If enabled, in the **Time Adjustment Days** field, type the modified number of days the contract or a milestone is adjusted.
4. Press the **Tab** key.
5. If enabled, in the **Adjusted Completion Date** field, type the modified completion date of the contract or a milestone.
6. Press the **Tab** key.
7. Click either the **for Milestone** or the **or Contract Completion** radio button (ON) to indicate whether this is a modification of a previous milestone or a contract adjustment.
8. Press the **Tab** key.
9. Modify the **Explanation** for the new time adjustment if desired.
10. Click the **Save** button.

To modify an existing contract item:

1. On the **Change Order Maintenance** panel, double-click the **CO Time Adjustment** icon.

Or

1. In the **Header** window with the correct Change Order open, click the **Services** menu and click the **CO Time Adjustment** choice.
2. On the **Change Order Item** folder tab, click the **Services** menu and click the **New CO Item** choice.
3. In the **Contract Items** list box, scroll to and click the desired Contract Item.
4. Click **Ok**.
5. In the **Change Order Description** field, type the description for the item change.
6. Press the **Tab** key.

7. In the **Quantity** field, type change order quantity.
8. Click the **Save** button.

To add a new contract line item from the Item Master List:

1. On the **Main** panel, double-click the **Change Order** icon.
2. On the **Change Order** panel, double-click the **Change Order Maintenance** icon.
3. On the **Change Order Maintenance** panel, double-click the **Change Order Item** icon.
4. Click the **New Contract Item** folder tab.
5. In **Line Item Number** field, type new number.
6. In the **Project Number** drop-down list, click desired project.
7. In the **Category Nbr** drop list, click desired category.
8. Using the *right* mouse button, click the **Item Code** field.
9. From the object menu, click the **Search** choice.
10. In the list box, scroll to and click the new Item code.
11. Click the **Unit Price** choice and type **220**.
12. In the **Related Item** drop-down list, click the expand arrow to the right of the current selection and click the desired choice.
13. If applicable, click the **Critical** check box (ON).
14. If applicable, click the **Pay Plan Quantity** check box (ON).
15. If applicable, click the **Material Discrepancy Adjustment** checkbox (ON).
16. Click the **Supplemental Descriptions** field and type the desired description for the first line.
17. Press the **Tab** key.
18. Type the second line of the supplemental descriptions.
19. Click the **Change Order Item** folder tab.
20. Click the **Change Order Item Description** field and type description.
21. Click the **This Change Order Quantity** field and type desired quantity.
22. If applicable, click the **Force Account** check box (ON).
23. Click the **Save** button.

To apply a standard explanation to a change order:

1. On the **Main** panel, double-click the **Change Order** icon.
2. On the **Change Order** panel, double-click the **Change Order Maintenance** icon.

3. On the **Change Order Maintenance** panel, double-click the **Change Order Explanation** icon.
4. Click the **Open** button.
5. In the **Contract** list box, scroll to and double-click the desired contract.
6. In the **Change Order** list box, scroll to and click the desired change order.
7. Click **Ok**.
8. Using the *right* mouse button, click the **Pick Std Exp ID** field.
9. From the object menu, click the **Search** choice.
10. In the **Explanation** list box, scroll to and click the desired choice.
11. Click **Ok**.
12. Click the **Save** button.

To add a non-standard explanation:

1. On the **Main** panel, double-click the **Change Order** icon.
2. On the **Change Order** panel, double-click the **Change Order Maintenance** icon.
3. On the **Change Order Maintenance** panel, double-click the **Change Order Explanation** icon.
4. Click the **Open** button.
5. In the **Contract** list box, scroll to and double-click the desired contract.
6. In the **Change Order** list box, scroll to and click the desired change order.
7. Click **Ok**.
8. Click the lower text field and type the explanation.
9. Click the **Save** button.

## Summary Exercise for Section 14

In the following exercise, you will update Change Order 002 on Contract TP002M. Participants should be logged on using the jpowell ID in the ROS group.

1. Navigate to the **Header** window.
2. Create an **Extra Work** Change Order **002** for Contract **TP002M**.
  - The description is **Beam Quantity Not in Structure Plans**.
  - The Reason Code is **Contract Omission**.
  - The type of change order is a **Contract Modification**.
  - The date the Commissioner's Office approved the concept of the Change Order is **05/18/04**.
  - Attach the email stating the approval to create the change order to the Header window as an OLE attachment. The file is called **CO Email M 002** and is located in smtrains\smfiles.
    - The name of OLE Attachment is **2004051804**.
    - The Description of the OLE Attachment is **Email from Commissioner's Office stating initial approval to create the Change Order**.
    - Attach all security groups to the OLE Attachment.
3. Navigate to the **CO Items window** and add a new item that does not currently exist on the contract using the following information:
  - Line Item Number **8001**
  - Project Number **Z081106504M2**
  - Category Number **0002**
  - Item Code **08631**
  - Spec Year **2004**
  - Unit Price **\$50.00**
  - Proposal Line Number **8001**
  - Change Order quantity **120**
4. Calculate the Change Order.
5. Apply standard explanation numbers **004** and **014** to all items on the change order.
6. Apply the non-standard explanation **Quantity of beams not included in original contract** to all line items on the change order.

7. Navigate to the **Change Order Maintenance** panel.

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION  
SUBCONTRACT REQUEST**

TC 63-35

Rev.4/12/07

**Exhibit 63-02-3**

CONT\_ID \_\_\_\_\_

SUBCONTRACT NO: \_\_\_\_\_

Tier Y/N \_\_\_\_\_

TO: \_\_\_\_\_

Greta Smith, P.E.

Director, Division of Construction

FROM: \_\_\_\_\_

Prime Contractor

KYTC Vendor Number

SUBJECT: \_\_\_\_\_

County

Fed/State Project Number

I hereby request to subcontract a portion of the subject project to:

\_\_\_\_\_ KYTC Vendor Number  
 The amount to be subcontracted by this request is \$ \_\_\_\_\_ or \_\_\_\_\_ % of the  
 (Original contract amount or subcontract amount if Tier request) \_\_\_\_\_  
 I have previously subcontracted as follows:

NAME OF SUBCONTRACTOR

AMOUNT

PERCENT

The total amount to be subcontracted including this request is \$ \_\_\_\_\_ or \_\_\_\_\_ % of the  
 (original contract) or (subcontract) amount.

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the  
 Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid  
 Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors to perform work requested and a  
 copy of current insurance coverage will be available at the prime contractor's office before the subcontractor begins  
 work on project.

\_\_\_\_\_  
Prime Contractor\_\_\_\_\_  
Date**CC District TEBM for Construction**



**KENTUCKY TRANSPORTATION CABINET**  
**DEPARTMENT OF HIGHWAYS**  
**DIVISION OF CONSTRUCTION**  
**SUBCONTRACT REQUEST**

TC63-35

Rev 04/12/07

**Exhibit 63-02-3**

Page\_\_\_\_\_

CONT\_ID

### Additional form

(\*) When description is limited by such as "Laying Only", "Erection Only", "Manipulation Only", etc. it should be so indicated and explained.

(\*\*) When the quantity is not the entire amount of Contract or Sub-Contract estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices used on this request should list the prices as reflected in the contract and are for Departmental use only and are not to be considered the exact prices agreed to by the contractors.

**The Items to be subcontracted are as follows:**

[illegible]

**KENTUCKY TRANSPORTATION CABINET**  
**DEPARTMENT OF HIGHWAYS**  
**DIVISION OF CONSTRUCTION**  
**SUBCONTRACT REQUEST**

## Supplemental Change Order Items

CONT\_ID \_\_\_\_\_

SUBCONTRACT NO: \_\_\_\_\_

Tier Y/N \_\_\_\_\_

TO: \_\_\_\_\_

Greta Smith, P.E.

Director, Division of Construction

FROM: \_\_\_\_\_

Prime Contractor

KYTC Vendor Number

SUBJECT: \_\_\_\_\_

County

Fed/State Project Number

I hereby request to subcontract a portion of the subject project to:

\_\_\_\_\_  
KYTC Vendor Number

The amount to be subcontracted by this request is

\$ \_\_\_\_\_

I have previously subcontracted as follows:

NAME OF SUBCONTRACTOR

AMOUNT

The total amount to be subcontracted including this request is \$ \_\_\_\_\_

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors to perform work requested and a copy of current insurance coverage will be available at the prime contractor's office before the subcontractor begins work on project.

\_\_\_\_\_  
Prime Contractor\_\_\_\_\_  
Date**CC District TEBM for Construction**

[illegible]

**TC 63-35DBE**  
Rev. 06/02/05

Page 1 of 3

SUBJECT : \_\_\_\_\_

County \_\_\_\_\_ Project Number \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_  
 DBE Employer Identification Numbers: Federal \_\_\_\_\_ KY \_\_\_\_\_  
 The amount to be subcontracted by this request is DBE \_\_\_\_\_ or \_\_\_\_\_ Contract \_\_\_\_\_ or \_\_\_\_\_ of the  
 (original contract ) or a subcontract amount of \_\_\_\_\_

Contract %

\_\_\_\_\_

□


\_\_\_\_\_

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

with

Name of Insurance Company

Date \_\_\_\_\_

---

Prime Contractor's Signature

Date \_\_\_\_\_

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

Exhibit 63-02-5

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION  
DBE Detailed Plan/SUBCONTRACT REQUEST**

**TC 63-35 DBE**  
Rev. 6/5/05

Page 2 of 3

Contract ID (ContID) \_\_\_\_\_ Prime \_\_\_\_\_ DBE Firm \_\_\_\_\_

(\*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

**DBE Participation Non-Pay Estimates Work Items**

Description	Total Contract Quantity	Unit	DBE Unit Price	Dollar Amount based on DBE Price	Comments
-------------	----------------------------	------	----------------	-------------------------------------	----------

**TC 63-35 DBE**  
Rev. 6/5/05

(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

**The Items to be subcontracted are as follows:**

SiteManager Project Number	Category Number	Project Line Number	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
----------------------------------	--------------------	---------------------------	-------------	------	----------------------	-----------------------------------	---	--------------	-------------------	--

Exhibit 63-02-5



\*Number payrolls consecutively for each project, starting with No. 1 for first week worked.

COLUMN 1. Address must be shown the first week employee works on project. Address need not be shown on subsequent payrolls unless it is changed.

COLUMN 2. List Social Security No. above dotted line and occupation classification below dotted line. Social Security No. must be shown the first week employee works on project. Social Security No. may be subsequently omitted unless needed to distinguish between employees with identical names.

Below dotted line, list classification description of work employee actually performed on this project. Consult classification and minimum wage schedule in contract specifications. Employee may be shown as having worked in more than one classification by use of separate entries for hours so worked.

COLUMN 3. List race of employee above dotted line and sex of employee below dotted line.

COLUMN 4. As all contractor's payroll periods do not begin on the same day of the week, enter first day of your payroll period in first block and remaining days in succeeding blocks (i.e., M-Monday, T-Tuesday, etc.). Below each corresponding block, enter the date of the month (i.e. 25, 26, etc.). Then for each employee, enter above the dotted line any overtime worked at overtime rates. Below the dotted line, enter straight time worked.

COLUMN 5. List total overtime hours above dotted line and total straight time hours below dotted line.

COLUMN 6. If overtime was worked, enter the overtime rate above the dotted line. Below the dotted line, enter the straight time rate. If apprentice, enter also the wage-rate step (1st, 2nd, etc.).

COLUMN 7. As a result of the amendment of the Davis-Bacon Act to include fringe benefits provisions, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined wage rates. The Contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees in cash in lieu of fringes. Consult minimum wage schedule in contract specifications.

COLUMN 8. Enter the gross wages earned only for work on this project (project described in heading of form). Do not include fringe benefits paid into approved funds.

COLUMN 9. Enter a single figure to include gross wages earned for work on this project and for any other work done for the employer during the pay period. Do not include fringe benefits paid into approved funds.

COLUMN 10. Withholding exemptions column for employer's convenience and is not a requirement.

COLUMNS 11, 12, 13, & 14 (DEDUCTIONS). In column 10, above dotted line, enter amount of Federal Income Tax withheld, below dotted line, enter amount of employee's Social Security contribution. In Column 11, above dotted line, enter amount of City Tax, if applicable; below dotted line, enter amount of State Tax. Use Columns 12, 13 if there are other deductions.

In Columns 11, 12, 13, & 14, entries are to show actual deductions based on employee's gross earnings as stated in Column 8 (i.e., earned on all work, not just this project).

COLUMN 14. (TOTAL DEDUCTED). This is the sum of the entries made in Columns 10, 11, 12, & 13.

COLUMN 15. Enter the difference between Columns 8 and 14. It must equal the net amount actually received by the employee for all work performed during the pay period - including any work which was not on the described project.

### WEEKLY STATEMENT OF COMPLIANCE

WH-348

TO BE EXECUTED BY THE PERSON CURRENTLY AUTHORIZED BY THE EMPLOYER TO SUPERVISE PAYMENT OF HIS EMPLOYEES.

I, \_\_\_\_\_, do hereby state;

(Name of signatory party)

(Title)

- (1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_, do hereby state;
- on the project described on the reverse of this form; that for the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said firm from the full weekly wages earned by any person, other than permissible deductions as defined in Regulations, Part 3, (29 CFR Part 3), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described on this payroll.
- (2) That the payroll submitted herewith for the above period is correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.
  - (3) That any apprentices employed in the above period are duly registered in a bonafide apprenticeship program registered with the State apprenticeship agency of the Kentucky Department of Labor or are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.
  - (4) That the fringe benefits set forth are bonafide within the meaning of the Davis-Bacon Act as amended, P.L. 88-349 and have been paid in cash in lieu of fringes or have been or will be paid to an appropriate fund.

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

### INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis - Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor; in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to other fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits to approved plans:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done.

Contractors who pay no fringe benefits to approved plans:

A contractor who pays no fringe benefits to approved plans shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate





**U.S. Department of Labor**  
Employment Standards Administration  
Wage and Hour Division

**PAYROLL**

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. April 2006

NAME OF CONTRACTOR ☐

OR SUBCONTRACTOR ☐

ADDRESS

OMB No.: 1215-0149  
Expires: 04/30/2009

PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION		PROJECT OR CONTRACT NO.							
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE OT OR ST. HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
							FICA	WITH- HOLDING TAX			OTHER		TOTAL DEDUCTIONS
			O										
			S										
			O										
			S										
			O										
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The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)\_\_\_\_\_ that during the payroll period commencing on the  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination Incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS



— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH



— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

KENTUCKY TRANSPORTATION CABINET  
Division of Construction Procurement  
Compliance Section

TC 14-312E  
Rev. 06/2007  
Page 1

Contract ID No.: \_\_\_\_\_

## ENGINEER'S WAGE AND HOUR REPORT

Date: \_\_\_\_\_ County: \_\_\_\_\_

Project: \_\_\_\_\_

Name: \_\_\_\_\_

☐ Contractor ☐ Subcontractor

Foreman: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Telephone: \_\_\_\_\_

### FORMS POSTED:

\* Wage Schedule \_\_\_\_\_ ☐ YES ☐ NO  
 \* Contractor Notice (TC 14-314) \_\_\_\_\_ ☐ YES ☐ NO  
 \* Non-Discrimination in Employment (TC 14-313) \_\_\_\_\_ ☐ YES ☐ NO  
 Notice (Form FHWA 1022) \_\_\_\_\_ ☐ YES ☐ NO  
 \* Safety and Health Protection on the Job \_\_\_\_\_ ☐ YES ☐ NO  
 \* Kentucky Law Requires \_\_\_\_\_ ☐ YES ☐ NO  
 Wage Rate Information (Form FHWA 1495) \_\_\_\_\_ ☐ YES ☐ NO  
 Equal Employment Opportunity \_\_\_\_\_ ☐ YES ☐ NO  
 ALL REQUIRED POSTERS \_\_\_\_\_ ☐ YES ☐ NO  
 \* Posters Required on State Project Job Sites

1	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
2	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
3	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
4	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
5	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
6	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
7	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
8	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
9	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
10	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID

Date: \_\_\_\_\_ County: \_\_\_\_\_ Name: \_\_\_\_\_

Project: \_\_\_\_\_ Contract ID No.: \_\_\_\_\_

☐ Contractor

☐ Subcontractor

- A. Do you know where wage rates are posted?  
 B. Have you been informed about your fringe benefits?  
 C. Have you been charged for tools used in performing your duties except for reasonable avoidable loss or damage thereto?  
 D. Have you ever been charged for any transportation furnished by contractor or his agents?  
 E. Has your employer made arrangements for the cashing of your paychecks?  
 F. When you work in a higher classification, are you paid the proper wage rate for that classification?

1. \_\_\_\_\_

- A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

6. \_\_\_\_\_

- A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

2. \_\_\_\_\_

- A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

7. \_\_\_\_\_

- A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

3. \_\_\_\_\_

- A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

8. \_\_\_\_\_

- A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

4. \_\_\_\_\_

- A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

9. \_\_\_\_\_

- A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

5. \_\_\_\_\_

- A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

10. \_\_\_\_\_

- A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

Resident Engineer \_\_\_\_\_

Print/Type Name Here

Signature \_\_\_\_\_

Compliance Officer \_\_\_\_\_

Print/Type Name Here

Signature \_\_\_\_\_

KENTUCKY TRANSPORTATION CABINET  
Division of Construction Procurement  
Compliance Section

TC 14-312AE  
Rev. 06/2007  
Page 1

Contract ID No.: \_\_\_\_\_

**ENGINEER'S WAGE AND HOUR REPORT  
CONTINUATION PAGE**

Date: \_\_\_\_\_ County: \_\_\_\_\_ Foreman: \_\_\_\_\_

Project: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ City/State: \_\_\_\_\_

☐ Contractor ☐ Subcontractor

Telephone: \_\_\_\_\_

11	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
12	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
13	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
14	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
15	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
16	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
17	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
18	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
19	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID
20	NAME		ADDRESS	
	OBSERVED WORKING AS	CLASSIFICATION	WAGE <input type="checkbox"/> UNKNOWN	OVERTIME <input type="checkbox"/> WORKED <input type="checkbox"/> PAID

Date: \_\_\_\_\_ County: \_\_\_\_\_ Name: \_\_\_\_\_

Project: \_\_\_\_\_ Contract ID No.: \_\_\_\_\_  
☐ Contractor  
☐ Subcontractor

- A. Do you know where wage rates are posted?  
 B. Have you been informed about your fringe benefits?  
 C. Have you been charged for tools used in performing your duties except for reasonable avoidable loss or damage thereto?  
 D. Have you ever been charged for any transportation furnished by contractor or his agents?  
 E. Has your employer made arrangements for the cashing of your paychecks?  
 F. When you work in a higher classification, are you paid the proper wage rate for that classification?

11. \_\_\_\_\_  
 A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

16. \_\_\_\_\_  
 A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

12. \_\_\_\_\_  
 A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

17. \_\_\_\_\_  
 A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

13. \_\_\_\_\_  
 A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

18. \_\_\_\_\_  
 A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

14. \_\_\_\_\_  
 A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

19. \_\_\_\_\_  
 A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

15. \_\_\_\_\_  
 A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

20. \_\_\_\_\_  
 A. ☐ YES ☐ NO  
 B. ☐ YES ☐ NO  
 C. ☐ YES ☐ NO  
 D. ☐ YES ☐ NO  
 E. ☐ YES ☐ NO  
 F. ☐ YES ☐ NO

Resident Engineer \_\_\_\_\_  
 Print/Type Name Here

Signature \_\_\_\_\_

Compliance Officer \_\_\_\_\_  
 Print/Type Name Here

Signature \_\_\_\_\_

<b>FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS</b> <b>ANNUAL EEO REPORT</b>														<b>OMB NO. 2125-0019</b> Report For _____ July _____				
1. CHECK APPROPRIATE BLOCK <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor		2. NAME AND ADDRESS OF FIRM				3. FEDERAL-AID PROJECT NUMBER				4. TYPE OF CONSTRUCTION								
5. COUNTY AND STATE		6. PERCENT COMPLETE		7. BEGINNING CONSTR. DATE		8. DOLLAR AMOUNT OF CONTRACT				9. ESTIMATED PEAK EMPLOYMENT								
										Month and Year (a)		Number of Employees (b)						
<b>10. EMPLOYMENT DATA</b>																		
<b>Table A</b>														<b>Table B</b>				
JOB CATEGORIES	TOTAL EMPLOYEES		TOTAL MINORITIES		BLACK Not of Hispanic Origin		HISPANIC		AMERICAN INDIAN OR ALASKAN NATIVE		ASIAN OR PACIFIC ISLANDER		WHITE Not of Hispanic Origin		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS ( <i>Managers</i> )																		
SUPERVISORS																		
FOREMEN/WOMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
<b>TOTAL</b>																		
<b>Table C</b>																		
APPRENTICES																		
ON THE JOB TRAINEES																		
11. PREPARED BY: ( <i>Signature and Title</i> )							DATE		REVIEWED BY: ( <i>Signature and Title of State Highway Official</i> )							DATE		
<i>This report is required by law and regulation (23 U.S.C. 140a and 23 CFR Part 230). Failure to report will result in noncompliance with this regulation.</i>																		

**Agency Display of Estimated Burden  
for  
Federal-Aid Highway Construction Contractors Annual EEO Report**

The average completion time for this form is 1 Hour. If you wish to comment on the accuracy of the estimate or make suggestions for reducing the burden, please direct your comments to OMB and FHWA at the following addresses:

Office of Management and Budget  
Paperwork Reduction Project 2125-0019  
Washington, D.C. 20503

Federal Highway Administration  
Office of Civil Rights, HCR-10  
400 7th Street, SW.  
Washington, D.C. 20590")



**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION  
WORKING DAY MEMO NO. 1**

**TC 63-41**  
Rev. 7/93 Mod. 03/00

MEMO TO: \_\_\_\_\_  
Contractor

ATTENTION: \_\_\_\_\_

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACT ID: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_ COUNTY: \_\_\_\_\_

WORKING DAY STATEMENT: \_\_\_\_\_

Attached is a copy of a statement of working days charged to this project

from \_\_\_\_\_ thru \_\_\_\_\_

As stipulated in the Standard Specifications, Section 108.07.02, this statement will be deemed to be acceptable as correct by your company unless you submit a written protest containing supporting evidence for a change within fourteen (14) days of the above date.

\_\_\_\_\_  
PROJECT ENGINEER

c: File  
District Executive Director  
Division of Construction

Delivered to:

Date:  
Mail, Email or Hand Delivery:

**KENTUCKY TRANSPORTATION CABINET**  
**DEPARTMENT OF HIGHWAYS**  
**DIVISION OF CONSTRUCTION**  
**WORKING DAY MEMO NO. 2**

**TC 63-42**  
Rev. 7/93 Mod. 03/00

MEMO TO: \_\_\_\_\_

Contractor

ATTENTION: \_\_\_\_\_

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACT ID: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_ COUNTY: \_\_\_\_\_

WORKING DAY STATEMENT: \_\_\_\_\_

Attached is a copy of a statement of working days charged to this project

from \_\_\_\_\_ thru \_\_\_\_\_

As stipulated in the Standard Specifications, Section 108.07.02, this statement will be deemed to be acceptable as correct by your company unless you submit a written protest containing supporting evidence for a change within fourteen (14) days of the above date.

\_\_\_\_\_  
PROJECT ENGINEER

NOTE: This project was not completed on time and daily charges as agreed liquidated damages are applicable to the project. These charges will be deducted on a calendar day basis as per Section 108.09 of the Standard Specifications.

This working day statement has no effect on these charges and is being submitted solely as a matter of record, however, it should be reviewed closely since it may be utilized in the event a time extension is applicable.

c: File  
District Executive Director  
Division of Construction

Delivered to:

Date:

Mail, Email or Hand Delivery:

**KENTUCKY TRANSPORTATION CABINET**  
**DEPARTMENT OF HIGHWAYS**  
**DIVISION OF CONSTRUCTION**  
**CONTRACT OVERTIME AND LIQUIDATED DAMAGE REVIEW**

TC 63-26

Mod. 11/07

Date \_\_\_\_\_ Contract Id \_\_\_\_\_ District \_\_\_\_\_  
 County \_\_\_\_\_ Project No. \_\_\_\_\_  
 Road \_\_\_\_\_ Contractor \_\_\_\_\_

Type Contract: ☐ Working Day ☐ Specified Completion Date ☐ Calendar Day ☐ Combination

Type Contract:

- (1) Date of Letting \_\_\_\_\_  
 (2) Date Contract Awarded \_\_\_\_\_  
 (3) Date Contract Executed \_\_\_\_\_  
 (4) Effective Date to Begin Work \_\_\_\_\_  
 (5) Date Work Started \_\_\_\_\_  
 (6) Actual Completion Date \_\_\_\_\_  
 (7) Original Contract Amount \_\_\_\_\_  
 (8) Final Contract Amount \_\_\_\_\_  
 (9) Total Money ☐ Underrun ☐ Overrun \_\_\_\_\_

**WORKING DAY CONTRACTS**

- (10) Total Working Days Original Contract \_\_\_\_\_  
 (11) Additional Working Days Allowed (Chg. Order No.) \_\_\_\_\_  
 (12) Amount To Be Performed Per Day on Original Contract \_\_\_\_\_  
 (13) Date Original Working Days Expire \_\_\_\_\_  
 (14) Date Extended Working Days Expire \_\_\_\_\_

**SPECIFIED COMPLETION DATE OR CALENDAR DAY CONTRACTS**

- (10) Specified Completion Date \_\_\_\_\_  
 (11) Calendar Day Contract (Original Exp. Date) \_\_\_\_\_  
 (12) Amount To Be Performed Per Day on Original Contract \_\_\_\_\_  
 (13) Additional Calendar Days Allowed (Chg. Order No.) \_\_\_\_\_  
 (14) Date Extended Calendar Days Expire \_\_\_\_\_

**SUMMATION OF LIQUIDATED DAMAGES**

- (15) Total Overtime (Compare Items No. 6 & 14) \_\_\_\_\_  
 (16) Credits -- Winter Period \* \_\_\_\_\_  
 (17) Credits -- Seasonal Limitations \* \_\_\_\_\_  
 (18) Credits -- Other \* \_\_\_\_\_  
 (19) Total Calendar Day Credits (Sum of No. 16, 17, & 18) \_\_\_\_\_  
 (20) Total Days Liquidated Damages (Item No. 15 Minus Item No. 19) \_\_\_\_\_  
 (21) Liquidated Damage Charge Per Day \_\_\_\_\_  
 (22) \_\_\_\_\_ Calendar Days @ 1/2 rate of \$ - Equals \$ -  
 (23) \_\_\_\_\_ Calendar Days @ Full Rate of \$ - Equals \$ -  
 (24) \_\_\_\_\_ Equals \_\_\_\_\_  
 (25) Total Liquidated Damage Charges \$ -

**REMARKS:**

\* List Dates in Remarks and Explain

\_\_\_\_\_  
 District Executive Director

TRANSPORTATION CABINET  
Department of Highways  
Division of Construction

TC 63-11  
Nov-07

FORCE ACCOUNT DAILY FIELD RECORD

Contract Id: \_\_\_\_\_

Work Performed By: \_\_\_\_\_  
Prime Contractor
Sub-Contractor

County: \_\_\_\_\_ Project No: \_\_\_\_\_ Route: \_\_\_\_\_

Day: \_\_\_\_\_ Date: \_\_\_\_\_

EMPLOYEE NAME	CLASS OF WORK	REG. HRS.	O.T. HRS.	DESCRIPTION OF DUTIES

EQUIPMENT	RATED CAP.	TIME USED	REMARKS

MATERIALS USED	QUANTITY	REMARKS

Description of Activities & Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*The labor, materials, and equipment used this date on the specified work operations are correct.*

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

Project Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Id:   
County :   
Contractor :   
Dates :

Description of work :   
Week of and   
Location :   
Work authorized by:

Name of Employee	Classification	Date & Hours per day	Total (hrs.)	Hourly Rate (\$/hr.)	Fringes Rate (\$/hr.)	Fringe Benefits (\$)	Total Salary
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00			\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00
	O.T.		0.00	\$0.00	0.00	\$0.00	\$0.00
	S.T.		0.00		0.00	\$0.00	\$0.00

TOTAL WAGES \$ -

Workman's Compensation =   
Social Security & Unemployment =   
Public Liability =

TOTAL OVERHEAD 0.00%

TOTAL FRINGES \$ -

0.00% \* \$0.00 = \$ -

SUBTOTAL \$ -

+ 25.00% \$ -

Labor Grand Total \$ -

	SUBTOTAL	0.00
FUEL & LUBRICANTS	15%	<u>0.00</u>
EQUIPMENT GRAND TOTAL		0.00

TRANSPORTATION CABINET  
Department of Highways  
Division of Construction

TC 63-10C  
Mod 11/07

MATERIAL INCORPORATED IN EXTRA WORK

Contract Id :  
County :  
Contractor :  
Date :  
Description of work :  
Location :  
Work authorized by :

Type of Material	Quantity	Unit	Unit Price	% Tax	\$ Tax	Total Amount
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
					\$0.00	\$ -
TOTAL MATERIALS					\$0.00	
				15%	\$ -	
MATERIALS GRAND TOTAL					\$ -	

MATERIALS	\$	-
EQUIPMENT	\$	-
LABOR	\$	-
SUBTOTAL TOTAL	\$	-
Bond +	\$	-
GRAND TOTAL	\$	-

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

**TC 63-32**  
Mod. 11/07

**Notice of Changed Condition/Disagreement**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
Project EngineerSUBJECT: *603 KAR 2:015 Sections 9 & 10*

PROJECT NO: \_\_\_\_\_ CONTRACT ID: \_\_\_\_\_

COUNTY: \_\_\_\_\_

Please accept this letter as Notice of a Change of Condition/Disagreement on the subject project.

BID ITEMS: \_\_\_\_\_  
\_\_\_\_\_REASON: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

NOTE: The Project Engineer should  
Acknowledge receipt of this notice  
Within 7 days by transmitting Form  
TC 63-33 to Contractor.

RECEIVED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_



**Acknowledgement of Notice of Changed Condition/Disagreement**

TRACT ID: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_ COUNTY: \_\_\_\_\_

ROAD NAME: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SUB-CONTRACTOR (if involved): \_\_\_\_\_

\* Date Notice of Changed Condition/Disagreement: \_\_\_\_\_

TO THE ATTENTION OF: \_\_\_\_\_

TITLE: \_\_\_\_\_

*Please be advised that this office is in receipt of a Notice of Changed Condition/Disagreement, dated \_\_\_\_\_, on the subject project. Please be advised that this dispute shall be governed by the procedures and provisions set forth in 603 KAR 2:015 sections 9 & 10.*

*Please be advised that pursuant to Section 105.13 of the applicable edition of Standard Specifications for Road and Bridge Construction, it is the Contractor's responsibility to keep a strict account of all costs related to the substance of the changed condition/disagreement. The project engineer will acknowledge his or her approval/disapproval with the records each day.*

*Neither the Notice of Changed Condition/Disagreement nor the fact that the Engineer has acknowledged the cost shall be construed as proving or substantiating the validity of the potential claim.*

## COMMENTS:

\*This form should be transmitted within 7 days of receipt by Project Engineer of Contractor's Notice of Changed Condition/Disagreement

BY: \_\_\_\_\_  
PROJECT ENGINEERCOPY TO: District Office  
Director, Division of Construction  
Project File

DATE: \_\_\_\_\_

## COMMONWEALTH OF KENTUCKY

## TRANSPORTATION CABINET

## DEPARTMENT OF HIGHWAYS

## DIVISION OF CONSTRUCTION

**Formal Acceptance Report of Completed Construction**Contract ID: **073413**Date of Report: **11/08/2007**


---

District: **07** County: **MERCER** Project No.: **084GR07R010**  
 Type of Construction: **ASPHALT RESURFACING**  
 Prime Contractor: **MAGO CONSTRUCTION COMPANY LLC**  
 Address: **PO BOX 669 BARDSTOWN, KY 40004** Phone: **5023483953**  
 Date of Completion: **09/24/2007** NO Corrective work required  
 Inspection Dates: Surfacing **10/04/2007** Striping **11/02/2007**

---

**PROJECT DESCRIPTION**

0708419200704 Road Name : BATTLEFIELD ROAD FROM THE WASHINGTON COUNTY LINE MP(0.000 ) EXTENDING  
 EASTERLY TO THE BOYLE COUNTY LINE MP(2.957) Distance : 2.96 ASPHALT RESURFACING

0708416230702 Road Name : MANN'S ROAD FROM KY 1989 MP( 0.000 ) EXTENDING NORTHERLY TO KY 390 MP(2.740 )  
 Distance : 2.74 ASPHALT RESURFACING

**Comments** The District reported that no corrective work was required on this project.

---

**THE EXECUTIVE DIRECTOR (CHIEF DISTRICT ENGINEER) REPORTED THAT WORK  
 HAS BEEN COMPLETED IN A MANNER SATISFACTORY TO THE PROJECT ENGINEER.  
 THIS PROJECT IS NOW CONSIDERED COMPLETE IN ITS ENTIRETY. THEREFORE,  
 FORMAL ACCEPTANCE IS EFFECTIVE: 09/24/2007**

Copies to:	Executive Director	Rummage, Jim P.E.	
	Project Eng.	Faeth, Charlotte B., P.E.	Greta Smith, P.E.
	Contractor	MAGO CONSTRUCTION COMPANY LLC	Director
	Div. of Planning	Greg Witt, P.E.	Division Of Construction
	Div. of Accounts	Federal Billing	BY: Rachel Mills, P.E.